



City of Pembroke Pines

**THIRTEENTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SOUTH FLORIDA INSTITUTE ON AGING, INC.**

THIS AMENDMENT (“Thirteenth Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as “CITY”,

and

SOUTH FLORIDA INSTITUTE ON AGING, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **1005 West State Road 84, #435, Fort Lauderdale, FL 33315** hereinafter referred to as “CONTRACTOR”. “CITY” and “CONTRACTOR” may hereinafter be referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, on **May 21, 2012**, the Parties entered into an Agreement (“Original Agreement”) for the provision of volunteering services at the CITY’s Southwest Focal Point Senior Center, for an initial **one (1) year** period, which expired on **May 21, 2013**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term additional **one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, between **April 9, 2013**, and **December 11, 2023**, the Parties have executed twelve amendments to the Agreement and have extended the term of the Original Agreement, as amended, to **May 20, 2025**; and,

WHEREAS the Parties desire to renew the term of the Original Agreement, as amended, for an additional **one (1) year** period, which shall commence on **May 21, 2025**, and expire on **May 20, 2026**, as set forth in this Thirteenth Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.



SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **one (1) year** period, which shall commence on **May 21, 2025**, and expire on **May 20, 2026**.

SECTION 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify



City of Pembroke Pines

system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Thirteenth Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 6. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Thirteenth Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.



City of Pembroke Pines

SECTION 7. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Thirteenth Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Thirteenth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 8. Compliance with Foreign Entity Laws. CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- 8.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 8.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 8.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: Section 288.007(2), Florida Statutes);
- 8.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 8.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 8.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 9. In the event of any conflict or ambiguity by and between the terms and provisions of this Thirteenth Amendment, and the Original Agreement, as amended, the terms and provisions of this Thirteenth Amendment shall control to the extent of any such conflict or ambiguity.



City of Pembroke Pines

SECTION 10. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 11. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Thirteenth Amendment. The exhibits, if not physically attached, should be treated as part of this Thirteenth Amendment and are incorporated herein by reference.

SECTION 12. Each person signing this Thirteenth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Thirteenth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Thirteenth Amendment.

SECTION 13. This Thirteenth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Thirteenth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE AND AFFIDAVIT FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Samuel S. Goren 2/11/16/15

Print Name: Samuel S. Goren
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

CONTRACTOR:

SOUTH FLORIDA INSTITUTE ON AGING, INC.

Signed By: Chresha Reid _____
Signed by: 57F4EFDD2212441...

Printed Name: Chresha Reid

Title: President & CEO



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: January 21, 2025

ENTITY: South Florida Institute on Aging, Inc.

SIGNED BY: ^{Signed by:} *Chresha Reid*
57F4EFDD2212441...

NAME: Chresha Reid

TITLE: President & CEO



City of Pembroke Pines

**TWELFTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SOUTH FLORIDA INSTITUTE ON AGING, INC.**

THIS AMENDMENT ("Twelfth Amendment"), dated December 11, 2023,
is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

SOUTH FLORIDA INSTITUTE ON AGING, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address **2038 North Dixie Highway, Suite 201, Fort Lauderdale, FL 33305** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **May 21, 2012**, the Parties entered into an Agreement ("Original Agreement") for the provision of volunteering services at the CITY's Southwest Focal Point Senior Center for an initial **one (1) year** period, which expired on **May 21, 2013**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, between **May 21, 2012** and **November 22, 2022**, the Parties have executed eleven (11) amendments to the Agreement and have extended the term of the Original Agreement, as amended, to **May 20, 2024**; and,

WHEREAS, to date the Parties desire to renew the term for an additional **one (1) year** period, which shall commence on **May 21, 2024** and naturally expire on **May 20, 2025** as set forth in this Twelfth Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.



SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **one (1) year** period, which shall commence on **May 21, 2024** and naturally expire on **May 20, 2025**.

SECTION 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida



City of Pembroke Pines

Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Twelfth Amendment and the Original Agreement, as amended, the terms and provisions of this Twelfth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Twelfth Amendment. The exhibits, if not physically attached, should be treated as part of this Twelfth Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Twelfth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Twelfth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Twelfth Amendment.



City of Pembroke Pines

SECTION 9. This Twelfth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Twelfth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

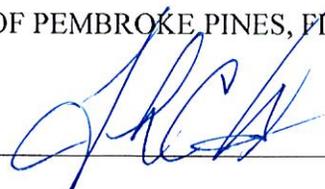
CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:



Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: 

MAYOR FRANK C. ORTIS

ATTEST:

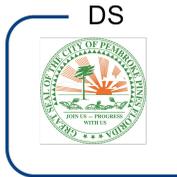
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_____ December 11, 2023
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MARLENE D. GRAHAM, CITY CLERK

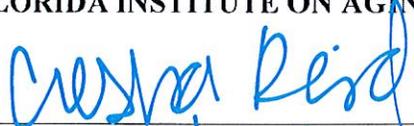
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BY: Charles F. Dodge December 11, 2023
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CHARLES F. DODGE, CITY MANAGER



CONTRACTOR:

**SOUTH FLORIDA INSTITUTE ON AGING,
INC.**

Signed By: 

Printed Name: Cresha Reid

Title: President & CEO



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number:

File ID: 23-0060

Type: Agreements/Contracts

Status: Passed Substitute Motion

Version: 1

Agenda Section:

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - December 6th, 2023

Final Action: 12/06/2023

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) The Transportation Authority - Bus Transportation Services Charter Schools/Community Services - Renewal

(B) South Florida Institute on Aging, Inc. - Volunteering Services at the Southwest Focal Point Senior Center - Renewal

(C) Calvin, Giordano & Associates, Inc. - Environmental and Support Services - Renewal

(D) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal

(E) SmartCop - Public Safety Automatic Records Management - Renewal

(F) Anderson Aquatics LLC - Competitive Swim Team & Instructional Programming - Renewal

ITEM (G) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(G) Ceiling to Floor Cleaning, Inc.-Janitorial Services Studio 18- Non-Renewal

***Agenda Date:** 12/06/2023

Agenda Number:

Internal Notes:

Agenda Request Form Continued (23-0060)

Attachments: 1. Contracts Database Report - December 6th 2023, 2. A. Transportation Authority, LLC - O&M of Transportation (all backup), 3. B. South Florida Institute on Aging-Volunteering Services (AB), 4. C. Calvin, Giordano & Associates, Inc. - Env. and Support (all backup), 5. D. MPPRCC - Partnership Agreement - (AB), 6. E. SmartCop - Public Safety Automatic Records Management (all backup), 7. F. Anderson Aquatics -Competitive Swim Team (AB), 8. G. Ceiling to Floor Cleaning-Janitorial Services (AB)

Related Files:

- | | | | | |
|---|---|------------|---|------|
| 1 | City Commission | 12/06/2023 | approve | Pass |
| | Action Text: A motion was made to approve 14 (B), (C), (E), (F) and (G) on the Consent Agenda. Item 14 (A) and (D) were pulled from Consent Agenda for discussion. | | | |
| | | | Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo | |
| | | | Nay: - 0 | |
| | | | | |
| 1 | City Commission | 12/06/2023 | approve | Pass |
| | Action Text: A motion was made by Commissioner Good Jr., seconded by Commissioner Good Jr., to approve Section (A) of Consent Item 14. The motion carried by the following vote: | | | |
| | | | Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo | |
| | | | Nay: - 0 | |
| | | | | |
| 1 | City Commission | 12/06/2023 | approve a substitute motion | Pass |
| | Action Text: A motion was made by Commissioner Schwartz, seconded by Commissioner Castillo, to approve a substitute motion to increase the recommended from \$17,000 ceiling not to exceed \$24,000. The motion carried by the following vote: | | | |
| | | | Aye: - 4 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, and Commissioner Good Jr. | |
| | | | Nay: - 1 Commissioner Castillo | |

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) The Transportation Authority - Bus Transportation Services Charter Schools/Community Services - Renewal

(B) South Florida Institute on Aging, Inc. - Volunteering Services at the Southwest Focal Point Senior Center - Renewal

(C) Calvin, Giordano & Associates, Inc. - Environmental and Support Services - Renewal

(D) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal

(E) SmartCop - Public Safety Automatic Records Management - Renewal

(F) Anderson Aquatics LLC - Competitive Swim Team & Instructional Programming - Renewal

ITEM (G) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO

COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(G) Ceiling to Floor Cleaning, Inc.-Janitorial Services Studio 18- Non-Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) The Transportation Authority - Bus Transportation Services Charter Schools/Community Services - Renewal

1. On July 1st, 2018, the City entered into a Contractual Services Agreement for Operation and Management of Transportation Services with The Transportation Authority, LLC for an initial five (5) year period, which expired on June 30th, 2023.
2. The City contracts The Transportation Authority, LLC to operate and manage the transportation for the City's Charter Schools, for the City's Community Services, and for the City's Senior Transportation Service.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2), additional, five (5) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. Administration previously requested for the renewal of this agreement for the first allowable five year renewal period, however on November 16th, 2022, the City Commission directed the City Administration to work on putting these services out for bid.
5. While working on creating the new solicitation, on June 14th, 2023, the Parties entered into the First Amendment to extend the term of the agreement for operational purposes, for 180-day period, which will expire on December 28th, 2023, as allowed by City Code of Ordinance §35.29(C).
6. There is a separate agenda item, on this Commission's meeting as File ID# 23-0891(B),

Agenda Request Form Continued (23-0060)

requesting Commission to approve the advertisement of the drafted solicitation.

7. The Community Services Department and Charter Schools recommend that the City Commission approve this Second Amendment to further extend the term for six (6) months, commencing on December 29th, 2023, and expiring on June 30th, 2024, as allowed by the Agreement, to allow for completion of the bid process.

[Reviewed by Commission Auditor.](#)

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated Annual cost of \$3,813,677, however actual costs may fluctuate up or down based on operational needs.
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted in various accounts.
- c) **Source of funding for difference, if not fully budgeted:** Difference of funds will be transferred from the General Fund, and Road & Bridge Fund as needed.
- d) **5-year projection of the operational cost of the project:** See attached cost analysis on Page 4 of Exhibit 1.
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Yes
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Savings of approximately \$3.1 million compared to In-House labor. See attached cost analysis on Page 4 of Exhibit 1.

(B) South Florida Institute on Aging, Inc. - Volunteering Services at the Southwest Focal Point Senior Center - Renewal

1. On May 21, 2012, the City entered into an Agreement with South Florida Institute on Aging, Inc. for an initial one (1) year period, which expired on May 21, 2013.
2. South Florida Institute on Aging, Inc. provides the City's Southwest Focal Point Senior Center with volunteering services.
3. Section (1)(B) of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

Agenda Request Form Continued (23-0060)

4. Between May 21, 2012, and November 22, 2022, the Parties have executed eleven (11) amendments to the Agreement and have extended the term of the Original Agreement, as amended, to May 20, 2024.

5. The Community Services Department recommends that the City Commission approve this Twelfth Amendment to renew the term for an additional one (1) year period, which shall commence on May 21, 2024, and naturally expire on May 20, 2025, as allowed by the agreement.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(C) Calvin, Giordano & Associates, Inc. - Environmental and Support Services - Renewal

1. On February 5th, 2020, the City entered into an Agreement with Calvin, Giordano & Associates, Inc. for an initial two (2) year period, which expired on February 4th, 2022.
2. Calvin, Giordano & Associates, Inc. provides professional, environmental and support services to the City Engineer with regard to FEMA National Flood Insurance Program's (NFIP) Community Rating System (CRS) and ensuring the City is following its Floodplain Management Ordinance.
3. Section 3.2 of the Original Agreement authorizes the extension of the term for two (2), additional, two (2) year renewal terms upon the mutual written agreement of the parties.
4. On November 3rd, 2021, the parties entered into the First Amendment to renew the term of

Agenda Request Form Continued (23-0060)

the agreement for the first, two (2) year period which will expire on February 4th, 2024.

5. The Engineering Department recommends that the City Commission approve this Second Amendment to update the Professional Fee Schedule to reflect the increased hourly rates while maintaining the same annual amount not to exceed of \$50,000.00, and to enter into the final, two (2) year renewal term commencing on February 5th, 2024, and naturally expiring on February 4th, 2026, as allowed by the Agreement.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$100,000.00 (50,000.00 Per Contract Year)
- b) **Amount budgeted for this item in Account No:** \$50,000.00, 001-519-6006-531100-0000-000-0000 Professional Svc - Engineering
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2-year projection of the operational cost of the project:**

	Year 1	Year 2
Revenues	\$.00	\$.00
Expenditures	\$50,000.00	\$50,000.00
Net Cost	\$50,000.00	\$50,000.00

- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(D) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal

1. On December 6, 2016, the City entered into a Trustee Partnership Agreement with The Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. for an initial one (1) year period, which expired on November 30, 2017.

2. The Partnership Agreement allows for a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.

Agenda Request Form Continued (23-0060)

3. Section 3.1 of the Original Agreement, as amended authorizes the renewal of the Original Agreement on an annual basis upon mutual consent, evidenced by written Amendments extending the term thereof.
4. The term of the Original Agreement, as amended, has been renewed six (6) times extending the term up to November 30, 2023. The City's financial obligation as part of the agreement was \$8,000; however, the City also participated and sponsored other events in partnership with the Chamber including the Pinnacle Awards, Legislative Breakfast and Sip of Wine, Taste of Heaven.
5. The Planning and Economic Development Department is proposing to amend the agreement to include the additional events as part of the agreement. This proposed change together with other smaller amendments in the services would increase the total annual cost of the agreement by \$9,000.00 for a total annual cost of \$17,000.00.
6. The Planning & Economic Development Department recommends that the City Commission approve this Seventh Amendment to increase the annual membership fee to \$17,000.00, and to renew the term for an additional one (1) year period, which shall commence on December 1, 2023, and naturally expire on November 30, 2024, as allowed by the agreement.

Reviewed by Commission Auditor.**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$17,000.00
- b) **Amount budgeted for this item in Account No:**
001-519-0800-554100-0000-000-0000-00000 (Memberships Dues Subscription)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2-year projection of the operational cost of the project:**

	FY2023-2024	FY2024-2025	
Revenues	\$.00		\$.00
Expenditures	\$14,166.67	\$2,833.33	
Net Cost	\$14,166.67	\$2,833.33	

- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(E) SmartCop - Public Safety Automatic Records Management - Renewal

1. On June 24th, 2013, pursuant to RFP # IT-12-02, the City entered into an agreement with SmartCop, Inc. (formerly d/b/a Consolidated Technology Solutions and CTS America) for an initial one (1) year period following the installation and acceptance of the equipment and software products.
2. This agreement provides the Police Department with an Automatic Records Management System and a Mobile Computing System.
3. Section 3.1 of the Original Agreement, provides that the maintenance services would begin following installation and acceptance of the equipment. The initial maintenance services began on January 29th, 2015, establishing a maintenance subscription term from February to January of each year.
4. Section 3.2 of the Original Agreement provides for extension of the maintenance and support services on an annual basis by payment of the annual fee. The City continuously paid invoices from the contractor, extending the term of the Agreement annually.
5. On September 12th, 2018, the Parties entered into the First Amendment to the Original Agreement, to include two (2) additional SmartMCT Client licenses and the purchase/implementation of 250 ESRI Mobile Licenses.
6. On May 15th, 2019, the Parties entered into the Second Amendment to the Original Agreement, as amended, to include the services for a SmartCOP/FileOnQ Two-way integration (Offense Property).
7. On February 16th, 2022, and on November 3rd, 2022, the Parties entered into the Third and Fourth Amendments, respectively, thereby extending the maintenance and the support services to January 31st, 2024.
8. The Police Department recommends that the City Commission approve the Fifth Amendment to extend the maintenance and support term for a one (1) year period commencing on February 1st, 2024, and expiring on January 31st, 2025, as allowed by the Agreement.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$107,799.11
- b) **Amount budgeted for this item in Account No:** \$115,121.00 in account # 001-521-3001-534995-0000-000-0000- (Other Svc - IT)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **1-year projection of the operational cost of the project:**

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	Current FY
Revenues	\$.00
Expenditures	\$107,799.11
Net Cost	\$107,799.11

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(F) Anderson Aquatics LLC - Competitive Swim Team & Instructional Programming - Renewal

1. On April 9, 2018, the City entered into an Agreement with Anderson Aquatics LLC for an initial period which expired on December 31, 2019.
2. Anderson Aquatics LLC provides a complete and full-service USA Swimming program or any other nationally recognized aquatic program, as approved by the City's Director of Recreation and Cultural Arts.
3. Section 1.1 of the Original Agreement allows for two (2) additional four (4) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On November 13, 2019, the City executed the First Amendment to the Original Agreement to revise certain provisions required by statutory amendments, and to extend the term for a four (4) year period, which shall naturally expire on December 31, 2023.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve this Second Amendment to the Original Agreement, as amended, for the second four (4) year renewal term which shall commence on January 1, 2024, and shall naturally expire on December 31, 2027, as allowed by the agreement.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

a) Revenue: \$62,000

b) Amount budgeted for this item in Account No:

001-000-7001-347573-0000-000-0000-Community Swim Team Fees

Agenda Request Form Continued (23-0060)

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

001-000-7001-347564-0000-000-0000-Swimming Fees

001-000-7001-347225-0000-000-0000-Youth Athletic Program

c) Source of funding for difference, if not fully budgeted: Not Applicable.**d) 5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4
Revenues	\$62,000.00	\$64,000.00	\$64,000.00	\$64,000.00
Expenditures	\$.00	\$.00	\$.00	\$.00
Net Cost	\$.00	\$.00	\$.00	\$.00

e) Detail of additional staff requirements: Not Applicable.**FEASIBILITY REVIEW:**

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(G) Ceiling to Floor Cleaning, Inc. - Janitorial Services Studio 18 - Non-Renewal

1. On January 30, 2018, the City entered into a Contractual Services Agreement with Ceiling to Floor Cleaning, Inc. for an initial two (2) year period, which naturally expired on February 4, 2020.

2. The City of Pembroke Pines Recreation & Cultural Arts Department utilizes Ceiling to Floor Cleaning, Inc. to provide Janitorial Services for Studio 18.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On January 15, 2020, the City executed the First Amendment to the Original Agreement to revise and amend the terms and conditions of the Original Agreement and to extend the term for an additional two (2) year period, which naturally expired on February 5, 2022.

5. On June 2, 2020, the City executed the Second Amendment to the Original Agreement, as amended, to reduce the Scope of Services due to the Coronavirus pandemic.

6. On November 3, 2021, the City executed the Third Amendment to the Original Agreement, as amended, to extend the term for an additional two (2) year period, which shall naturally expire on February 5, 2024.

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7. On December 14, 2021, the City executed the Fourth Amendment to the Original Agreement, as amended, to resume the Services as provided for in Exhibit "A" of the Original Agreement, as amended.

8. There are no further renewal terms remaining. The Recreation & Cultural Arts Department will begin a new Procurement process for these services.



City of Pembroke Pines

**ELEVENTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SOUTH FLORIDA INSTITUTE ON AGING, INC.**

THIS AMENDMENT (“Eleventh Amendment”), dated November 22, 2022,
is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

SOUTH FLORIDA INSTITUTE ON AGING, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address **1005 West State Road 84, Fort Lauderdale, FL 33315** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **May 21, 2012**, the Parties entered into an Agreement (“Original Agreement”) for the provision of volunteering services at the CITY’s Southwest Focal Point Senior Center for an initial **one (1) year** period, which expired on **May 21, 2013**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, between **May 21, 2012** and **January 12, 2022**, the Parties have executed ten (10) amendments to the Agreement and have extended the term of the Original Agreement, as amended, to **May 20, 2023**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to renew the term for **one (1) year** period which shall commence on **May 21, 2023** and naturally expire on **May 20, 2024** as set forth in this Eleventh Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and



correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for **one (1) year** period which shall commence on **May 21, 2023** and naturally expire on **May 20, 2024**.

SECTION 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida



City of Pembroke Pines

Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, as amended, the terms and provisions of this Eleventh Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Eleventh Amendment. The exhibits, if not physically attached, should be treated as part of this Eleventh Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Eleventh Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Eleventh Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Eleventh Amendment.



City of Pembroke Pines

SECTION 9. This Eleventh Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Eleventh Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham November 22, 2022

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

[Signature]

Print Name: Isaac Hammer
OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY: Charles F. Dodge November 21, 2022

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

**SOUTH FLORIDA INSTITUTE ON AGING,
INC.**

Signed By: [Signature]

Name: Cresha Reid

Title: president + CEO



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number:

File ID: 22-0701

Type: Agreements/Contracts

Status: Passed Substitute Motion

Version: 1

Agenda Section:

In Control: City Commission

File Created: 08/30/2022

Short Title: Contracts Database Report - November 16th, 2022

Final Action: 11/16/2022

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) South Florida Institute on Aging, Inc. - Volunteering Services at the Southwest Focal Point Senior Center - Renewal

(B) North America Fire Equipment Co., Inc. d/b/a NAFECO - Fire Department Uniforms - Renewal

(C) The Transportation Authority - Bus Transportation Services Charter Schools/Community Services - Renewal

ITEM (D) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(D) Kalci Soccer, LLC. - Soccer Uniforms - Non-Renewal

*Agenda Date: 11/16/2022

Agenda Number:

Internal Notes:

Attachments: 1. Contracts Database Report - November 16, 2022, 2. A. South Florida Institute on Aging-Volunteering Services (AB), 3. B. NAFECO - FD Uniforms (AB), 4. C. Transportation Authority, LLC - O&M of Transportation Services (All backup), 5. D. Kalci Soccer LLC - Soccer Uniforms IFB (AB)

1 City Commission 11/16/2022 approve

Pass

Action Text: A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to approve Sections (A), (B) and (D) of Consent Item 1. The motion carried by the following vote:

Agenda Request Form Continued (22-0701)

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo
Nay: - 0

1 City Commission 11/16/2022 approve a substitute motion Pass

Action Text: A motion was made by Vice Mayor Schwartz, seconded by Commissioner Siple, to approve a substitute motion. The motion carried by the following vote:

Aye: - 4 Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo
Nay: - 1 Mayor Ortis

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) South Florida Institute on Aging, Inc. - Volunteering Services at the Southwest Focal Point Senior Center - Renewal

(B) North America Fire Equipment Co., Inc. d/b/a NAFECO - Fire Department Uniforms - Renewal

(C) The Transportation Authority - Bus Transportation Services Charter Schools/Community Services - Renewal

ITEM (D) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(D) Kalci Soccer, LLC. - Soccer Uniforms - Non-Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) South Florida Institute on Aging, Inc. - Volunteering Services at the Southwest Focal Point Senior Center - Renewal

Agenda Request Form Continued (22-0701)

1. On May 21, 2012, the City entered into an Agreement with South Florida Institute on Aging, Inc. for an initial one (1) year period, which expired May 21, 2013.
2. South Florida Institute on Aging, Inc. provides the City's Southwest Focal Point Senior Center with volunteering services.
3. Section (1)(B) of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. Between May 21, 2012 and January 12, 2022, the Parties have executed ten (10) amendments to the Agreement and have extended the term of the Original Agreement, as amended, to May 20, 2023.
5. The Community Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Eleventh Amendment to extend the term for one (1) year period which shall commence on May 21, 2023 and naturally expire on May 20, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(B) North America Fire Equipment Co., Inc. d/b/a NAFECO - Fire Department Uniforms - Renewal

1. On August 4, 2021, the City entered into an Agreement with North America Fire Equipment Co., Inc. d/b/a NAFECO for a six (6) month period, which expired on January 28, 2022.
2. North America Fire Equipment Co., Inc. D/B/A NAFECO provides uniforms to the City's Fire

Agenda Request Form Continued (22-0701)

Department.

3. Section 4.1 of the Original Agreement authorizes the Parties to renew the Original Agreement for additional one (1) year renewal terms as permitted by Exhibit "1 ", and pursuant to written amendments to the Original Agreement and subject to renewal by Sarasota County of their Agreement with NAFECO.

4. On October 6, 2021, the Parties executed the First Amendment to the Original Agreement, to renew the term for a one (1) year period which expires on January 28, 2023.

5. On October 24, 2022, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total compensation amount to \$95,000.00 from \$75,000.00.

6. On October 25, 2022, Sarasota County communicated via email to the City that they intend to renew their agreement with NAFECO and an executed document will soon become available.

7. The Fire Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Third Amendment to renew the term for one (1) year period, which shall commence on January 29, 2023 and naturally expire on January 28, 2024 contingent on final approval of the Sarasota County renewal, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$95,000.00

b) **Amount budgeted for this item in Account No:** 001-529-4003-552600-0000-000-0000 (Clothing/Uniforms). BA will be done from account 001-529-4003-541100-0000-000-0000 (Telephone) for any shortfall.

c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."

d) **2 year projection of the operational cost of the project** "Not Applicable"

	FY2022-23	FY2023-24
Revenues	\$.00	\$.00
Expenditures	\$71,250.00	\$23,750.00
Net Cost	\$71,250.00	\$23,750.00

e) **Detail of additional staff requirements:** "Not Applicable"

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor**

Agenda Request Form Continued (22-0701)

Conducted for this service? "Not Applicable."

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? "Not Applicable."

(C) The Transportation Authority - Bus Transportation Services Charter Schools/Community Services - Renewal

1. On July 1st, 2018, the City entered into a Contractual Services Agreement for Operation and Management of Transportation Services with The Transportation Authority, LLC for an initial five (5) year period, which will expire on June 30th, 2023.

2. The City contracts The Transportation Authority, LLC to operate and manage the transportation for the City's Charter Schools, for the City's Community Services, and for the City's Senior Transportation Services.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2), additional, five (5) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Community Services Department and Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve this First Amendment for the five (5) year renewal term commencing on July 1st, 2023, and expiring on June 30th, 2028, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Estimated Annual cost of \$3,635,190, however actual costs may fluctuate up or down based on operational needs.

b) Amount budgeted for this item in Account No: Funds are currently budgeted in various accounts.

c) Source of funding for difference, if not fully budgeted: Difference of funds will be transferred from the General Fund, and Road & Bridge Fund as needed.

d) 5-year projection of the operational cost of the project: See attached cost analysis

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Yes

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Savings of approximately \$3.1 million compared to In-House labor.

(D) Kalci Soccer, LLC. - Soccer Uniforms - Non-Renewal

1. On February 3, 2021, the City entered into an Agreement with Kalci Soccer, LLC. for an initial two (2) year period, which will naturally expire on December 31, 2022.
2. Kalci Soccer, LLC. provides full sets of matching soccer uniforms for the CITY's Recreational Soccer program which includes shirts, shorts, and socks.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement; however, at this time the Department does not wish to renew the Agreement.

FINANCIAL IMPACT DETAIL:

Not applicable as this contract is not being renewed.



City of Pembroke Pines

**TENTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SOUTH FLORIDA INSTITUTE ON AGING, INC.**

THIS AMENDMENT (“Tenth Amendment”), dated this 12th day of January, ²⁰²²~~2021~~,
is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

SOUTH FLORIDA INSTITUTE ON AGING, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address **2038 North Dixie Highway, Suite 201, Fort Lauderdale, FL 33305** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **May 21st, 2012**, the Parties entered into an Agreement (“Original Agreement”) for the provision of volunteering services at the CITY’s Southwest Focal Point Senior Center for an initial **one (1) year period**, which expired on **May 21st, 2013**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **additional one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **April 9th, 2013**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional one (1) year period which expired on **May 21st, 2014**; and,

WHEREAS, on **June 18th, 2014**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period which expired on **May 21st, 2015**; and,

WHEREAS, on **July 1st, 2015**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period which expired on **May 21st, 2016**; and,

WHEREAS, on **April 7th, 2016**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period which expired on **May 21st, 2017**; and,



City of Pembroke Pines

WHEREAS, on **April 24th, 2017**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period which expired on **May 21st, 2018**; and,

WHEREAS, on **August 1st, 2018**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period which expired on **May 21st, 2019**; and,

WHEREAS, on **March 14th, 2019**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to supplement the terms contained in the Original Agreement as amended, and renew the term for an additional one (1) year period which expired on **May 20th, 2020**; and,

WHEREAS, on **May 20th, 2020**, the Parties executed the Eighth Amendment to the Original Agreement, as amended, to supplement the terms contained in the Original Agreement, as amended, and renew the term for an additional one (1) year period which expired on **May 20th, 2021**; and,

WHEREAS, on **February 17th, 2021**, the Parties executed the Ninth Amendment to the Original Agreement, as amended, to supplement the terms contained in the Original Agreement, as amended, and renew the term for an additional one (1) year period which expires on **May 20th, 2022**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to supplement the terms contained in the Original Agreement, as amended, and renew the term for an additional **one (1) year period** which shall commence on **May 21st, 2022** and naturally expire on **May 20th, 2023** as set forth in this Tenth Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **one (1) year period** which shall commence on **May 21st, 2022** and naturally expire on **May 20th, 2023**.

SECTION 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance



City of Pembroke Pines

with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section:**

4.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned



City of Pembroke Pines

by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Tenth Amendment, the Ninth Amendment, the Eighth Amendment, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Tenth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and this Tenth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Tenth Amendment. The exhibits, if not physically attached, should be treated as part of this Tenth Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Tenth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Tenth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Tenth Amendment.

SECTION 9. This Tenth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Tenth Amendment



City of Pembroke Pines

by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham January 24, 2022
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
833DB27BB2774A7...
Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: [Signature]
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

SOUTH FLORIDA INSTITUTE ON AGING, INC.

Signed By: Cresha Reid
Name: Cresha Reid
Title: Interim President & CEO



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 9.

File ID: 22-0023

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/03/2022

Short Title: Contracts Database Report - January 12, 2022

Final Action: 01/12/2022

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) South Florida Institute on Aging, Inc. - Volunteering Services at the Southwest Focal Point Senior Center - Renewal

(B) Safeguard Services, Inc. - Business Lease Agreement - Renewal

(C) Bettoli Trading Corp.-Vending Machine Services-Renewal

***Agenda Date:** 01/12/2022

Agenda Number: 9.

Internal Notes:

Attachments: 1. Contract Database Report - January 12, 2022, 2. A. South Florida Institute on Aging-Volunteering Services(AB), 3. B. Safeguard Services, Inc. - Business Lease Agreement (Orig-4th) (AB), 4. C. Bettoli Trading Corp-Vending Machine Svcs (All Backup)

1 City Commission 01/12/2022 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo,
Commissioner Siple, and Commissioner Schwartz

Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) South Florida Institute on Aging, Inc. - Volunteering Services at the Southwest Focal Point Senior Center - Renewal

(B) Safeguard Services, Inc. - Business Lease Agreement - Renewal

(C) Bettoli Trading Corp.-Vending Machine Services-Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) South Florida Institute on Aging, Inc. - Volunteering Services at the Southwest Focal Point Senior Center - Renewal

1. On May 21st, 2012, the City entered into an Agreement with South Florida Institute on Aging, Inc. for an initial one (1) year period, which expired May 21st, 2013.
2. South Florida Institute on Aging, Inc. provides the City's Southwest Focal Point Senior Center with volunteering services.
3. Section (1)(B) of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendments extending the term thereof.
4. To date the Original Agreement as had nine (9) amendments, including nine (9) additional one (1) year terms which extended the term to May 20th, 2022.
5. The Community Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Tenth Amendment to extend the term for an additional one (1) year period which shall commence on May 21st, 2022 and naturally expire on May 20th, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None. (No cost to the City)
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

Agenda Request Form Continued (22-0023)

(B) Safeguard Services, Inc. - Business Lease Agreement - Renewal

1. On September 4th, 2018, the City entered into a Business Lease Agreement with Safeguard Services, Inc. for an initial, one (1) year period which expired on May 31st, 2019.
2. The City of Pembroke Pines leases a portion of the premises located at 13975 Pembroke Road, Suite B, Pembroke Pines, FL 33027 to Safeguard Services, Inc.
3. Section 1 of the Original Agreement authorizes additional one (1) year renewal terms.
4. The Original Agreement, as amended, has been renewed and extended through May 31st, 2022.
5. The Public Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Fourth Amendment to extend the term for an additional one (1) year period which shall commence on June 1st, 2022 and naturally expire on May 31st, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$95,760.00 per year, plus sales tax as applicable. This amount includes \$5,985.00 for all utility charges.
- b) **Amount budgeted for this item in Account No:**
001-000-6001-362030-0000-000-0000- (Rental - City Facilities)
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) **2 year projection of the operational cost of the project**

	Current FY22	FY2023
Revenues	\$31,920.00	\$63,840.00
Expenditures	\$.00	\$.00
Net Revenue	\$31,920.00	\$63,840.00

- e) **Detail of additional staff requirements:** "Not Applicable"

(C) Bettoli Trading Corp. - Vending Machine Services-Renewal

1. On February 5th, 2019, the City entered into a Vending Machine Services Agreement with Bettoli Trading Corp. for an initial two (2) year period, which expired on February 4th, 2021.
2. The City of Pembroke Pines Recreation and Cultural Arts Department utilizes Bettoli Trading Corp. to provide Vending Machine Services at various City locations.
3. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for

Agenda Request Form Continued (22-0023)

three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. On September 3rd, 2020, the City approved the First Amendment to the Original Agreement to extend the term of the Agreement for the first one (1) year renewal term, which expires on February 4th, 2022.

5. The Recreation and Cultural Arts department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Second Amendment to extend the term for an additional one (1) year renewal term which shall commence February 5th, 2022 and naturally expire February 4th, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Revenue: \$7,140

b) Amount budgeted for this item in Account No:

170-000-0000-220590-2220-000-0000-00552 Deposit - Misc Charter School

171-000-0000-220590-2220-000-0000-00554 Deposit- Misc Charter School

172-000-0000-220515-2220-000-0000 Deposit - Faculty Fund

172-000-0000-220655-2220-000-0000 Deposit - Kids

001-000-0000-220018-0000-000-0000 Deposit - Sen Residence Council

173-000-0000-220525-2220-000-0000 Deposit - Sunshine

001-000-0800-362024-0000-000-0000 Commission - Coke Machines

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 3 year projection of the operational cost of the project: Not Applicable

	Current FY	Year 2	Year 3
Revenues	\$7,140.00	\$12,180.00	\$12,180.00
Expenditures	\$.00	\$.00	\$.00
Net Revenue	\$7,140.00	\$12,180.00	\$12,180.00

e) Detail of additional staff requirements: Not Applicable



City of Pembroke Pines

**NINTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SOUTH FLORIDA INSTITUTE ON AGING, INC.**

THIS AMENDMENT ("Eight Amendment"), dated this 17th day of February, **2020**, is by and between:

2021

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

SOUTH FLORIDA INSTITUTE ON AGING, INC., a Florida Not for Profit as listed with the Florida Division of Corporations, and with a business address of **2038 North Dixie Highway, Suite 201, Fort Lauderdale, FL 33305**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **May 21st, 2012**, the CITY and CONTRACTOR entered into a Volunteering Services Agreement for volunteering services at the Southwest Focal Point Senior Center ("Original Agreement") for an initial **one (1) year period**, commencing on **May 21st, 2012** and expiring on **May 21st, 2013**; and

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional **one (1) year terms** pursuant to a written amendment to the Original Agreement, as amended extending the terms thereof; and

WHEREAS, on **April 9th, 2013**, the Parties executed the First Amendment to the Original Agreement, as amended to renew the term of the Original Agreement for an additional one (1) year period commencing on **May 21st, 2013** and expiring on **May 21st, 2014**; and

WHEREAS, on **June 18th, 2014**, the Parties executed the Second Amendment to the Original Agreement, as amended to renew the term of the Original Agreement for an additional one (1) year period commencing on **May 21st, 2014** and expiring on **May 21st, 2015**; and

WHEREAS, on **July 1st, 2015** *nunc pro tunc* **May 21st, 2015**, the Parties executed the Third Amendment to the Original Agreement, as amended to renew the term of the Original Agreement for an additional one (1) year period commencing on **May 21st, 2015** and expiring on **May 21st, 2016**; and

WHEREAS, on **April 7th, 2016**, the Parties executed the Fourth Amendment to the Original Agreement, as amended to renew the term of the Original Agreement for an additional



City of Pembroke Pines

one (1) year period commencing on **May 21st, 2016** and expiring on **May 21st, 2017**; and

WHEREAS, on **April 24th, 2017**, the Parties executed the Fifth Amendment to the Original Agreement, as amended to renew the term of the Original Agreement for an additional one (1) year period commencing on **May 22nd, 2017** and expiring on **May 21st, 2018**; and

WHEREAS, on **August 1st, 2018** *nunc pro tunc* **May 21st, 2018**, the Parties executed the Sixth Amendment to the Original Agreement, as amended to renew the term of the Original Agreement for an additional one (1) year period commencing on **May 22nd, 2018** and expiring on **May 21st, 2019**; and

WHEREAS, on **March 14th, 2019**, the parties executed the Seventh Amendment to the Original Agreement, as amended to revise and supplement the terms contained therein and to renew the term for an additional one (1) year commencing on **May 21st, 2019** and expiring on **May 20th, 2020**; and

WHEREAS, on **May 20th, 2020**, the Parties executed the Eighth Amendment to the Original Agreement, as amended to revise and supplement the terms contained therein and to renew the term for an additional one (1) year commencing on **May 21st, 2020** and expiring on **May 20th, 2021**; and

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desires to revise and supplement the terms contained therein and to renew the term of Original Agreement, as amended, for an additional **one (1) year period** commencing on **May 21st, 2021** and expiring on **May 20th, 2022** as set forth in this Ninth Amendment to Original Agreement, as amended.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Ninth Amendment, or any subsequent amendment, which is in ~~strike through type~~ shall be deletions from the terms of the Original Agreement, as amended and language in underlined type shall be additions to the terms of the Original Agreement, as amended.

SECTION 3. The Original Agreement, as amended, is hereby renewed for an additional **one (1) year** renewal period commencing on **May 21st, 2021** and expiring on **May 20th, 2022**.

SENTION 4. The Original Agreement, as amended is hereby revised and amended by the addition of Section 14 and Section 15 as set forth below:



14. UNCONTROLLABLE FORCES: Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15. E-Verify: CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

15.1 Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

15.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and



City of Pembroke Pines

utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

15.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

15.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

15.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Ninth Amendment, the Eighth Amendment, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Ninth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and this Ninth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as



City of Pembroke Pines

repealed herein, forms an essential part of this Ninth Amendment. The exhibits, if not physically attached, should be treated as part of this Ninth Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Ninth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Ninth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Ninth Amendment.

SECTION 9. This Ninth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Ninth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

DocuSigned by:
Marlene D. Graham
E858E1E045EF4F3...
MARLENE D. GRAHAM,
CITY CLERK

CITY OF PEMBROKE PINES
DocuSigned by:
Charles F. Dodge
7563D7C5B03140Z...
BY CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM
DocuSigned by:
Jacob G. Horowitz
833DB27BB2774A7...
Print Name: Jacob G. Horowitz
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:
SOUTH FLORIDA INSTITUTE ON AGING,
INC.

Signed By: *M. M. Skipp*
Print Name: *Nikki Austin-Skipp*
Title: *CEO*



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 11.

File ID: 21-0101

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/08/2021

Short Title: Contracts Database Report - 02/17/2021

Final Action: 02/17/2021

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

- (A) Camelot Community Care, Inc.-Behavioral Health Services - Renewal
- (B) Global Business Solutions, Inc. - Cyber Security Curriculum - Renewal
- (C) Herff Jones, LLC. - High School Yearbook Services - Renewal
- (D) South Florida Institute on Aging, Inc. - Volunteering Services - Renewal
- (E) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight - Renewal

***Agenda Date:** 02/17/2021

Agenda Number: 11.

Internal Notes:

Attachments: 1. Contracts Database Report - February 17, 2021 (Revised), 2. Camelot Community Care-Behavioral Health 5th Amendment (All Backup), 3. GBSI Agreement - Cybersecurity Curriculum (all backup), 4. Herff Jones - Pembroke Pines Charter High Yearbook (ALL BACKUP), 5. South Florida Institute on Aging-Volunteering Services(AB), 6. Allied Universal Corporation - Sodium Hydroxide 50% by Weight Co-Op (all backup)

1 City Commission 02/17/2021 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr.,
Commissioner Castillo, and Commissioner Siple

Nay: - 0

**MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE
FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

Agenda Request Form Continued (21-0101)

(A) Camelot Community Care, Inc.-Behavioral Health Services - Renewal

(B) Global Business Solutions, Inc. - Cyber Security Curriculum - Renewal

(C) Herff Jones, LLC. - High School Yearbook Services - Renewal

(D) South Florida Institute on Aging, Inc. - Volunteering Services - Renewal

(E) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight - Renewal

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$28,754.00

b) **Amount budgeted for this item in Account No:** \$28,754.00 in Account # 172-569-5053-31310-5250-310 Individual Counseling

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project** Not Applicable

e) **Detail of additional staff requirements:** Not Applicable

(B) Global Business Solutions, Inc. - Cyber Security Curriculum - Renewal

1. On July 3, 2019, the City entered into an Agreement with Global Business Solutions, Inc. for an initial two (2) year period, commencing July 1, 2019 and expiring June 30, 2021.

2. The City of Pembroke Pines Academic Village High School contracts Global Business Solutions, Inc. to provide a cybersecurity curriculum package, instructional services, license, computer products and textbooks, and testing vouchers. Students who are completing the initial two-year program this School Year will begin the Year 3 curriculum in the 2021-22 School Year.

3. On September 16, 2020 the Parties executed the First Amendment to the Original Agreement to include the provision of CompTIA A+ Testing Vouchers.

4. The City of Pembroke Pines Academic Village High School recommends that the City Commission approve this one (1) year renewal term covering Years 1, 2, and 3 of the curriculum, commencing on July 1, 2021 and expiring on June 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$69,568.50

Agenda Request Form Continued (21-0101)

b) Amount budgeted for this item in Account No:

Prof. Serv.: 172-569-5053-31310-5300-310: \$17,100.00

-CYBERSEC305 Yr 2 Instructional Services 60 hrs @ \$95/ea \$5,700.00

-CYBERSEC320 Yr 3 Instructional Services 120 hrs @ \$95/ea \$11,400.00

Testing Material: 172-569-5053-52182-5300-513: \$26,520.00

-CYB-VCH-ITF+ 2 classes (60 testing vouchers) of Yr 1 students @ \$123.00/ea \$7,380.00

-CYB-VCH-ITF+ 3 classes (85 testing vouchers) of Yr 2 students @ \$123.00/ea \$10,455.00

-CYB-VCH-Network 1 class (15 testing voucher) of Yr 3 students @ \$329.00/ea \$4,935.00

-MTA Voucher 1 class (30 testing vouchers) of Yr 3 students @ \$125.00/ea \$3,750.00

Software<1000: 172-569-5053-52652-5300-369: \$23,250.00

-CYBERSEC230 curriculum package for Yr 1 students \$5,500.00

-CYBERSEC230 lab software for Yr 1 students \$2,250.00

-CYBERSEC305 curriculum package for Yr 2 students \$5,500.00

-CYBERSEC305 lab software for Yr 2 students \$2,250.00

-CYBERSEC320 curriculum package for Yr 3 students \$5,500.00

-CYBERSEC320 lab software for Yr 3 students \$2,250.00

Textbooks: 172-569-5053-54520-5300-520: \$2,698.50

-CYBERSEC320:CYB320 books 30@ \$89.95/ea for Yr 3 students \$2,698.50

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

(C) Herff Jones, LLC.-High School Yearbook Services - Renewal

1. On April 5, 2017, the City Commission approved to enter into an Agreement with Herff Jones, LLC. for an initial two (2) year period commencing on April 5, 2017 and expiring on April 4, 2019.

2. The City of Pembroke Pines Charter High School utilizes Herff Jones, LLC to provide High School yearbook services.

3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On January 30, 2019, the City Commission approved the First Amendment to the Original Agreement, to renew the term for a two (2) year period commencing on April 5, 2019 and expiring on April 4, 2021.

5. The City of Pembroke Pines Academic Village High School recommends that the City Commission approve this Second Amendment for the final two (2) year renewal term commencing on April 5, 2021 and expiring on April 4, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$0.00

Agenda Request Form Continued (21-0101)

- b) Amount budgeted for this item in Account No: Not Applicable. This is not a budgeted item. The funding for this expense is collected and deposited in a City deposit account number 172-220545-2220. This is a breakeven function of the High School.
- c) Source of funding for difference, if not fully budgeted Not Applicable.
- d) 2 year projection of the operational cost of the project Not Applicable

	Current FY	Year 2
Revenues	\$53,700.00	\$53,700.00
Expenditures	\$53,700.00	\$53,700.00
Net Cost	\$0.00	\$0.00

- e) Detail of additional staff requirements: Staff is comprised by high school students and an adviser.

(D) South Florida Institute on Aging, Inc. - Volunteering Services - Renewal

1. On May 21st, 2012, the City entered into a Volunteering Services Agreement at the Southwest Focal Point Senior Center with South Florida Institute on Aging, Inc. for an initial one (1) year period, commencing on May 21st, 2012 and expiring on May 21st, 2013.
2. The City of Pembroke Pines Community Services Department utilizes South Florida Institute on Aging, Inc. to provide volunteering services at the Southwest Focal Point Senior Center.
3. Section (1) (B) of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The term of the Original Agreement has been renewed eight (8) times extending the term up to May 20th, 2021.
5. The Community Services Department recommends that the City Commission approve this Ninth Amendment for the ninth one (1) year renewal term commencing on May 21st, 2021 and ending on May 20th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** No cost to the City.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

(D) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight - Renewal

Agenda Request Form Continued (21-0101)

1. On May 23, 2018, the City Commission approved the purchase of chemicals from Allied Universal Corporation utilizing the Southeast Florida Governmental Cooperative Purchasing Agreement for an initial two (2) year period, commencing on April 17, 2018 and expiring on April 16, 2020.
2. The City of Pembroke Pines Utilities Department requires the use of sodium hydroxide as part of odor control the process at the Wastewater Plant (East Scrubber).
3. The Original Agreement allows for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On April 15, 2020 the City Commission approved use of the renewed Agreement for the one (1) year term commencing on April 17, 2020 and expiring on April 16, 2021.
5. On January 15, 2021 the City of Margate renewed the Agreement for the second one (1) year term commencing on April 17, 2021 and expiring on April 16, 2022.
6. The Utilities Department recommends that the City Commission approve the purchase of chemicals under the second, one (1) year renewal term commencing on April 17, 2021 and expiring on April 16, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$28,400 per year to be utilized on an as needed basis (10,000 gallons x \$2.84 per gallon). The prorated amount for the 7 remaining months of the fiscal year is approximately \$16,566.70.
- b) **Amount budgeted for this item in Account No:** \$28,400 in Account No. 471-535-6022-52430 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **1 year projection of the operational cost of the project:**

	Current FY	FY 2021-22
Revenues	\$.00	\$.00
Expenditures	\$11,833.30	\$16,566.70
Net Cost	\$11,833.30	\$16,566.70

- e) **Detail of additional staff requirements:** Not Applicable.



**EIGHTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SOUTH FLORIDA INSTITUTE ON AGING, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this 20th day of May, 2020, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

SOUTH FLORIDA INSTITUTE ON AGING, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **2038 North Dixie Highway Suite 201, Fort Lauderdale, FL 33305**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **May 21, 2012**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **one (1) year** period, commencing on **May 21, 2012** and expiring on **May 21, 2013**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for additional **one (1) year** periods evidenced by a written amendment to the Original Agreement; and,

WHEREAS, on **April 9, 2013**, the Parties executed the First Amendment to the Original Agreement, for the first, **one (1) year** renewal term commencing on **May 21, 2013** and terminating on **May 21, 2014**; and,

WHEREAS, on **June 18, 2014**, the Parties executed the Second Amendment to the Original Agreement, as amended, for the second, **one (1) year** renewal term commencing on **May 21, 2014** and terminating on **May 21, 2015**; and,

WHEREAS, on **July 1, 2015**, the Parties executed the Third Amendment to the Original Agreement, as amended, for the third, **one (1) year** renewal term commencing on **May 21, 2015** and terminating on **May 21, 2016**; and,

WHEREAS, on **April 7, 2016**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, for the fourth, **one (1) year** renewal term commencing on **May 21, 2016** and terminating on **May 21, 2017**; and,



WHEREAS, on **April 24, 2017**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, for the fifth, **one (1) year** renewal term commencing on **May 22, 2017** and terminating on **May 21, 2018**; and,

WHEREAS, on **July 28, 2018**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, for the sixth, **one (1) year** renewal term commencing on **May 21, 2018** and terminating on **May 21, 2019**; and,

WHEREAS, on **March 14, 2019**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to include the provisions for Scrutinized Companies as required by statutory amendments imposed since the Parties entered into the Original Agreement and to renew the Agreement for the seventh, **one (1) year** renewal term commencing on **May 21, 2019** and terminating on **May 20, 2020**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement, as amended, and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

WHEREAS, the Parties further desire to execute the eighth **one (1) year** renewal term year renewal option, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby amended by the addition of Article 13, as set forth below:

13. PUBLIC RECORDS The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

13.1.1 Keep and maintain public records required by the CITY to perform the service;

13.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied



within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

13.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

13.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 3. Section 3 of the Seventh Amendment contains a scrivener's error and is hereby amended as set forth below:

The Original Agreement is hereby renewed for the **seventh, one (1) year renewal** period commencing on ~~June 1, 2019~~ **May 21, 2019** and terminating on ~~May 31, 2020~~ **May 20, 2020**.

SECTION 4. The Original Agreement is hereby renewed for the **eighth, one (1) year renewal** period commencing on **May 21, 2020** and terminating on **May 20, 2021**.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Eighth Amendment, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First



Amendment, and the Original Agreement, the terms and provisions of this Eighth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and this Eighth Amendment shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

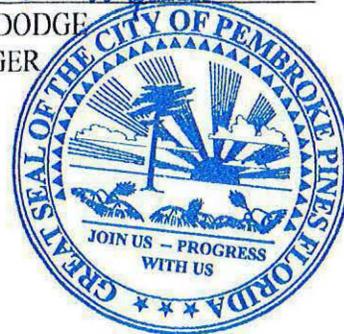
CITY OF PEMBROKE PINES

Marlene D. Graham 5/27/2020
MARLENE D. GRAHAM,
CITY CLERK

BY: *Charles F. Dodge*
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Brian Sherman
Print Name: _____
OFFICE OF THE CITY ATTORNEY



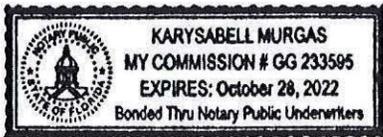
CONTRACTOR:

SOUTH FLORIDA INSTITUTE ON AGING, INC.

By: *Rachelle Faubus*
Name: *Rachelle Faubus*
Title: *SOFIACare Director*

STATE OF *Florida*)
COUNTY OF *Broward*) ss:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *8th* day of *May*, 2020, by *Rachelle Faubus*, of SOUTH FLORIDA INSTITUTE ON AGING, INC., a Florida, Not For Profit Corporation, on behalf of the corporation. He/she is personally known to me or has produced *Florida Driver License* as identification.



Karysabel Murgas
NOTARY PUBLIC

Karysabel Murgas
(Name of Notary Typed, Printed or Stamped)

Notary Public
Title or Rank

GG 233595
Serial Number, if any



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

File ID: 20-0375

Type: Agreements/Contracts

Status: Passed as amended

Version: 1

Agenda Section:

In Control: City Commission

File Created: 04/27/2020

Short Title: Contracts Database Report

Final Action: 05/20/2020

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Compass Group USA, Inc. - Food Service Management Services for Charter Schools and Early Development Centers - Renewal

(B) South Florida Institute on Aging - Volunteering Services - Renewal

(C) Ford & Associates, Inc. - Financial Advisory Services for Debt Management - Renewal

(D) Elan Lawn and Landscape Services, Inc. - City-wide Grounds Maintenance - Renewal

(E) DBI Services, LLC. - Citywide Grounds Maintenance (Litter Control and Debris Removal) - Renewal

***Agenda Date:** 05/20/2020

Agenda Number:

Internal Notes:

Attachments: 1. Contracts Database Report - May 20, 2020, 2. Compass Group USA Inc - Food Service Company (All Backup), 3. South Florida Institute on Aging - Volunteering Services (All Backup), 4. Ford & Associate, Inc. - Financial Advisory Services (All Backup), 5. Elan Lawn - City Wide Grounds Maintenance (All Backup), 6. DBI Services, Inc. - Citywide Grounds Maintenance 1st Amendment (All Backup)

1 City Commission 05/20/2020 approve

Pass

Action Text: A motion was made to approve 5(A) and 5(B) on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas

Nay: - 0

1 City Commission 05/20/2020 approve Pass

Action Text: Commissioner Good pulled 5(C), 5(D) and 5(E) from the Consent Agenda for discussion pertaining to contract renewal or going out to bid. 5(C) is Ford & Associates; 5(D) is Elan Lawn and Landscape Services, Inc. and 5(E) is DBI Services, LLC.

A motion was made by Commissioner Good, Jr., seconded by Vice Mayor Siple, to approve the renewal of 5(C). The motion carried by the following vote:

Notes: amend the motion to send 5(D) and 5(E) out for bid and

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas

Nay: - 0

1 City Commission 05/20/2020 defer City Commission 06/03/2020 Fail

Action Text: A motion was made by Commissioner Schwartz, seconded by Mayor Ortis, to defer the decision to send items 5(D) and 5(E) out to bid pending further information from Administration. The motion to defer failed by the following vote:

Aye: - 2 Mayor Ortis, and Commissioner Schwartz

Nay: - 3 Vice Mayor Siple, Commissioner Good Jr., and Commissioner Chanzas

1 City Commission 05/20/2020 approve Pass

Action Text: A motion was made by Commissioner Good, Jr., seconded by Commissioner Chanzas, to approve sending 5(D) and 5(E) out for bid. The motion carried by the following vote:

Aye: - 3 Vice Mayor Siple, Commissioner Good Jr., and Commissioner Chanzas

Nay: - 2 Mayor Ortis, and Commissioner Schwartz

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Compass Group USA, Inc. - Food Service Management Services for Charter Schools and Early Development Centers - Renewal

(B) South Florida Institute on Aging - Volunteering Services - Renewal

(C) Ford & Associates, Inc. - Financial Advisory Services for Debt Management - Renewal

(D) Elan Lawn and Landscape Services, Inc. - City-wide Grounds Maintenance - Renewal

(E) DBI Services, LLC. - Citywide Grounds Maintenance (Litter Control and Debris Removal) - Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Compass Group USA, Inc. - Food Service Management Services for Charter Schools and Early Development Centers - Renewal

1. Pursuant to the City Commission's approval on June 6, 2018 to award ED-17-05 to Compass Group USA, Inc., the City entered into an agreement on June 13, 2018 for an initial year beginning on July 1, 2018 and ending on June 30, 2019.
2. Compass Group USA, Inc. provides Food Management Services for the City of Pembroke Pines Charter Schools and Early Development Centers.
3. Section 3.2 of the original agreement allows for four (4) additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City of Pembroke Pines Charter Schools Department and the Early Development Centers recommend that the City renew this Agreement for the second one (1) year renewal term, commencing on July 1, 2020 and expiring on June 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$2,508,982.63
- b) **Amount budgeted for this item in Account No:**

Charter Schools

East Elem	170-569-5051-550-31310-7600-310	\$300,867.49
West Elem	170-569-5051-551-31310-7600-310	\$216,696.93
Central Elem	170-569-5051-550-31310-7600-310	\$245,517.05
West Middle	170-569-5051-550-31310-7600-310	\$263,819.89
Central Middle	170-569-5051-550-31310-7600-310	\$313,622.40
Academic Village	170-569-5051-550-31310-7600-310	\$799,590.32
FSU Elementary	170-569-5051-550-31310-7600-310	\$287,788.65
TOTAL	\$2,427,902.73	

EDCs

East EDC/ Village Center	1-569-5002-203-52701	\$300,867.49
Bright Beginnings/ WCY	1-569-5002-205-52701	\$300,867.49
West EDC	1-569-5002-208-52701	\$300,867.49
Central EDC	1-569-5002-209-52701	\$300,867.49
TOTAL	\$300,867.49	

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project: In regards to the Charter Schools, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from the Federal Government for the National School Lunch Program. The revenues and the expenditures are all based on a "per meal" basis. Below is the total operational cost for the food service inclusive of overhead operating expenditures. The net result is a net revenue of \$298,785.27 in food service that the Charter Schools utilize to offset other indirect costs to operate the food service program such as utilities, administration, and janitorial services. The total expenditure below of \$2,726,688 is inclusive of the estimated cost of the Chartwells contract and represents the renewal period of the contract.

In regards to the Early Development Centers, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from parents, based on a "per meal" basis. The net revenue of \$3,335.10 is used to offset other operating expenses, such as snacks for students/campers.

	FY 2020-2021		
	Charter Schools	EDC'S	Total
Revenues	\$2,726,688.00	\$84,415.00	\$2,811,103.00
Expenditures	\$2,427,902.73	\$81,079.90	\$2,508,982.63
Net Revenue	\$298,785.27	\$3,335.10	\$302,120.37

Please also note that the total meal equivalents may fluctuate each year due to various factors including student participation, hurricane days, enrollment, etc.

e) Detail of additional staff requirements: Not Applicable

(B) South Florida Institute on Aging - Volunteering Services - Renewal

1. On May 21, 2012, the City entered into a Volunteering Services Agreement with South Florida Institute on Aging, Inc. f/k/a Impact Broward, Inc. for an initial one (1) year period, commencing on May 21, 2012 and expiring on May 21, 2013.
2. The City of Pembroke Pines Community Services Department utilizes South Florida Institute on Aging to provide Volunteer Services at Southwest Focal Point Senior Center.
3. Section (1) (B) of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Original Agreement has been renewed seven (7) times with the Seventh Amendment on March 14, 2019 extending the agreement to May 31, 2020.
5. The Community Services Department recommends that the City Commission approve this Eighth Amendment for the eighth, one (1) year renewal term commencing on May 21, 2020 and ending on May 20, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** No Cost to the City
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00
Net Cost	\$.00	\$.00	\$.00	\$.00	\$.00

- e) **Detail of additional staff requirements:** Not Applicable

(C) Ford & Associates, Inc. - Financial Advisory Services for Debt Management - Renewal

1. On August 6, 2013 the City entered into a Financial Advisory Services Debt Management Agreement with Ford & Associates, Inc. for an initial five (5) year period, commencing on June 19, 2013 and expiring on May 14, 2018.
2. The City of Pembroke Pines Finance Department utilizes Ford & Associates, Inc. to provide financial advisory services for debt management.
3. Section 6.2.2 the Original Agreement provides for two (2) additional two (2) year renewal terms upon mutual consent.
4. On February 26, 2018 the City executed the First Amendment of the Original Agreement for the first, two (2) year renewal period commencing on May 15, 2018 and expiring on May 14, 2020.
5. The Finance Department recommends that the City Commission approve this Second Amendment for the final two (2) year renewal term commencing on May 15, 2020 and ending on May 14, 2022 as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Costs are determined based on the type and size of the bond issue/financing, in accordance with the contract and is included as part of the amount borrowed. By Ordinance the City Commission must authorize each bond issue/financing prior to being issued.
- b) **Amount budgeted for this item in Account No:** Amounts are budgeted when the bond issue/financing is approved by Commission.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00
Net Cost	\$.00	\$.00	\$.00	\$.00	\$.00

- e) **Detail of additional staff requirements:** Not Applicable

(D) Elan Lawn and Landscape Services, Inc. - City-wide Grounds Maintenance - Renewal

1. Pursuant to the City Commission's approval on June 6, 2018 to award PSPW-17-07, on July 1, 2018 the City entered into a Contractual Services Agreement with Elan Lawn and Landscape Services, Inc. for an initial two (2) year period, commencing July 1, 2018 and expiring June 30, 2020.
2. The City of Pembroke Pines Public Services Department utilizes Elan Lawn and Landscape to provide Citywide Grounds Maintenance.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On September 13, 2018 the City executed the First Amendment to the Agreement to update the Scope of Work.
5. On January 27, 2020 the City executed the Second Amendment to the Agreement to further update the Scope of Work.
6. The Public Services Department recommends that the City Commission approve this Third Amendment for the two (2) year renewal term commencing July 1, 2020 and ending June 30, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$1,743,714.50
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in the following "Contractual services -other" accounts:

Coding	Total
100-541-6002-34990 Total	1,036,088.09
1-519-6001-34990 Total	173,134.58
1-519-6008-34990 Total	119,765.86
1-539-6004-34990 Total	110,958.68
1-569-5002-203-34990 Total	9,525.92
1-569-5002-208-34990 Total	6,506.16
1-569-5002-209-34990 Total	6,022.08
170-569-5051-550-34990-7900-310 Total	22,205.68
170-569-5051-551-34990-7900-310 Total	13,012.31
170-569-5051-552-34990-7900-310 Total	17,062.58
171-569-5052-553-34990-7900-310 Total	13,012.31
171-569-5052-554-34990-7900-310 Total	17,062.57
172-569-5053-34990-7900-310 Total	72,377.65
173-569-5061-34990-7900-310 Total	15,120.25
471-533-6031-34990 Total	64,106.84
471-535-6022-34990 Total	47,752.94
	1,743,714.50

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **5 year projection of the operational cost of the project:** The annual renewal cost is \$1,743,714.50 which includes owner's contingency.

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$435,928.62	\$1,743,714.50		\$1,307,785.88	\$.00
Net Cost	\$435,928.62	\$1,743,714.50		\$1,307,785.88	\$.00

e) **Detail of additional staff requirements:** Not Applicable

(E) DBI Services, LLC. - Citywide Grounds Maintenance (Litter Control and Debris Removal) - Renewal

1. Pursuant to the City Commission's approval on June 6, 2018 to award PSPW-17-07, on June 26, 2018 the City entered into a Contractual Services Agreement with DBI Services, LLC for an initial two (2) year period, commencing July 1, 2018 and expiring June 30, 2020.
2. The City of Pembroke Pines Public Services Department utilizes DBI Services, LLC to provide all labor, equipment, and material for litter control and debris removal services as part of the City's maintenance of designated lawn and landscape areas belonging to the City within City limits.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Public Services Department recommends that the City Commission approve this First

Amendment for the two (2) year renewal term commencing July 1, 2020 and ending June 30, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Annual cost of \$337,815.19
- b) **Amount budgeted for this item in Account No:** 100-541-6002-34990 (Contractual services -other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project**

	Current FY	FY2021	FY2022	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$84,453.80	\$337,815.19	\$253,361.39	\$.00	\$.00
Net Cost	\$84,453.80	\$337,815.19	\$253,361.39	\$.00	\$.00

- e) **Detail of additional staff requirements:** Not Applicable



**SEVENTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SOUTH FLORIDA INSTITUTE ON AGING, INC.**

THIS AGREEMENT, dated this 10th day of February ^{March} 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

SOUTH FLORIDA INSTITUTE ON AGING, INC. f/k/a IMPACT BROWARD, INC., a not for profit corporation authorized to do business in the State of Florida, with a business address of **2038 North Dixie Highway, Suite #201, Wilton Manors, FL 33305**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "Parties".

WHEREAS, the CONTRACTOR provides individuals to volunteer to provide services for the CITY at the CITY's Southwest Focal Point Community Center; and,

WHEREAS, the CITY provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals; and,

WHEREAS, on **May 21, 2012**, the Parties entered into the Original Agreement for the CONTRACTOR to provide volunteers to assist their clients at the Center for an initial **one (1) year period**, which expired on **May 21, 2013**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional one (1) year periods upon the execution of a written amendment; and,

WHEREAS, on **April 9, 2013**, the Parties executed the First Amendment to the Original Agreement, for the **first one (1) year renewal term** commencing on **May 21, 2013** and terminating on **May 21, 2014**; and,

WHEREAS, on **June 18, 2014**, the Parties executed the Second Amendment to the Original Agreement, as amended, for the **second one (1) year renewal term** commencing on **May 22, 2014** and terminating on **May 21, 2015**; and,

WHEREAS, on **July 1, 2015**, the Parties executed the Third Amendment to the Original Agreement, as amended, for the **third one (1) year renewal term** commencing on **May 22, 2015** and terminating on **May 21, 2016**; and,



WHEREAS, on **April 7, 2016**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, for the **fourth one (1) year renewal term** commencing on **May 22, 2016** and terminating on **May 21, 2017**; and,

WHEREAS, on **April 24, 2017**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, for the **fifth, one (1) year renewal term** commencing on **May 22, 2017** and terminating on **May 21, 2018**; and,

WHEREAS, on **July 28th, 2018**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, for the **sixth, one (1) year renewal term** commencing on **May 22, 2018** and terminating on **May 21, 2019**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, **and desire to renew the terms of their contractual relationship as set forth herein**; and,

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to include certain provisions required by statutory amendments adopted since the Parties entered into the Original Agreement; and,

WHEREAS, the Parties also desire to execute the **seventh, one (1) year renewal** option and amend the Agreement, as amended, in accordance with the terms and conditions set forth herein.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Parties hereby agree that **Article 12 – Scrutinized Companies** is added to include the following:

12. **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:



12.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

12.2.2 Is engaged in business operations in Syria.

SECTION 3. The Original Agreement is hereby renewed for the **seventh, one (1) year renewal** period commencing on **June 1, 2019** and terminating on **May 31, 2020**.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment, and this Seventh Amendment shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each Exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

[Signature]
MARLENE D. GRAHAM, 3/17/19
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

BY: [Signature]
CHARLES F. DODGE
CITY MANAGER



APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

SOUTH FLORIDA INSTITUTE ON AGING,
INC. f/k/a IMPACT BROWARD, INC.,

WITNESSES
[Signature]
Kathy Leone
Print Name

BY: [Signature]
Print Name: Peter Kates

[Signature]
Bryan Bowlby
Print Name

Title: CEO

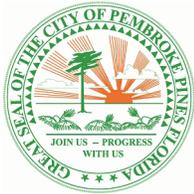
STATE OF Florida
COUNTY OF Broward) ss:



BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Peter Kates as CEO of SOUTH FLORIDA INSTITUTE ON AGING, INC. f/k/a IMPACT BROWARD, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SOUTH FLORIDA INSTITUTE ON AGING, INC. f/k/a IMPACT BROWARD, INC. for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28 day of Feb, 2019.

NOTARY PUBLIC
[Signature]
(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 3(R)

File ID: 19-0182

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/11/2019

Short Title:

Final Action: 02/20/2019

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

(A) NC4 Public Sector LLC - Purchase of Crime Fighting Software Package to Assist Officers in Combatting Crime.

(B) MACCABI LANDSCAPE SERVICES, INC. - GROUNDS MAINTENANCE, CITYWIDE.

(C) TROPICAL TOUCH GARDEN CENTER - GROUNDS MAINTENANCE, CITYWIDE.

(D) BAPTIST HEALTH SOUTH FLORIDA - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER.

(E) SOUTH FLORIDA INSTITUTE ON AGING, INC. - VOLUNTEERING SERVICES AT SOUTHWEST FOCAL POINT SENIOR CENTER.

(F) SAFEGUARD SERVICES, INC. - JANITORIAL SERVICES FOR THE POLICE DEPARTMENT

(G) UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE - FUNDNG FOR PARTICIPATION IN PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN.

(H) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1685.

(I) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT).

(J) NALCO COMPANY - PURCHASE OF POTASSIUM PHOSPHATE (7396).

(K) VITAS HEALTHCARE CORPORATION - PALLIATIVE AND HOSPICE CARE.

(L) ACCESS BUILDERS, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(M) COSUGAS, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(N) EPS BUILDING CONSTRUCTION CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(O) FLEMING EXECUTIVE GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(P) FUNDAMENTAL ENGINEERING & CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(Q) GDS CONSTRUCTION GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(R) JAMES JOYCE CONSTRUCTION CORP. - HOME REPAIR PROJECTS.

(S) PROFICIENT CONSTRUCTION COMPANY - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(T) R & B REMODELING, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(U) RICMON GROUP, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(V) STACY BOMAR CONSTRUCTION, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(W) WHYTE-WAY CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(X) WORK 4 U CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(Y) ALLIED UNIVERSAL CORP. - PURCHASE OF LIQUID CHLORINE IN ONE-TON CYLINDERS (CO-OP).

*Agenda Date: 02/20/2019

Agenda Number: 3(R)

Internal Notes:

Attachments: 1. Contract Database Report - February 20, 2019 (Final), 2. NC4 Public Sector LLC -Software Agreement (All Back Up to Master), 3. Maccabi Landscape, Corp - Citywide Trees, Plants & Other Landscape Materials (ALL BACKUP)(AI), 4. Tropical Touch Garden, Inc - Citywide Trees, Plants (ALL BACKUP)(AI), 5. Baptist Health South Florida, Inc. -Professional Health and Wellness Events – Community Services Dept. (ALL BACKUP)(AI), 6. South Florida Institute on Aging, Inc. - Volunteering Services (ALL BACKUP)(AI), 7. Safeguard Services, Inc. - Janitorial Services at the Police Department (ALL BACKUP)(AI), 8. University of North Florida Grant Training and Services Institute, Inc. - DBA (IPTM) (ALL BACKUP), 9. Fort Bend - Purchase of FBS C1685 - Previously C1282 (ALL BACKUP)(AI), 10. Morton Salt, Inc. - CO-OP Agreement (ALL BACKUP) (1), 11. Nalco Company, LLC - Purchase of Potassium Phosphate (7396) (ALL BACKUP)(AI), 12. Vitas Healthcare Corporation - Original Agreement - (ALL BACKUP)(AI), 13. Access Builders, Inc - General Contractors for Home Repair Projects - (ALL BACKUP), 14. Cosugas LLC - General Contractors for Home Repair Projects (FULLY EXECUTED), 15. EPS Building Construction Corp - GC for Home Repair Projects (Expansion)(ALL BACKUP), 16. Fleming Executive Group, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 17. Fundamental Engineering and Construction - General Contractors for Home Repair Projects (ALL BACKUP), 18. GDS Construction Group, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 19. James Joyce Construction Corp - General Contractors for Home Repair Projects (FULLY EXECUTED), 20. Proficient Construction Company - General Cotractors for Home Repair Projects (Expansion)(ALL BACKUP), 21. R & B Remodeling, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 22. RicMon Group LLC - General Cotractors for Home Repair Projects (Expansion)(ALL BACKUP), 23. Stacy Bomar Construction LLC - General Contractors for Home Repair Projects (ALL BACKUP), 24. Whyte-Way Construction, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 25. Work 4 U Corp - General Contractors for Home Repair Projects ALL BACKUP, 26. Allied Universal Corp. - Chlorine, Liquid in Cylinders CO-OP (2017-2019)

- | | | | | |
|---|---|------------|---------|------|
| 1 | City Commission | 02/20/2019 | approve | Pass |
| | Action Text: Motion was made on 3(B) by Commissioner Siple, seconded by Commissioner Castillo, to approve the Contract Database Report recommendation on Maccabi Landscape Services, Inc-Grounds Maintenance, Citywide. Commissioner Siple asked for a clarification of the cost because it was not listed in the item. Procurement Director Mark Gomes said the cost was \$1,000,000 dollars, for additional plant materials and work to be done citywide. The motion carried by the following vote:
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.
Nay: - 0 | | | |
| 1 | City Commission | 02/20/2019 | approve | Pass |
| | Action Text: Motion was made on Item 3(C) by Commissioner Siple, seconded by Commissioner Castillo, to approve the Contract Database Report recommendation on Tropical Touch Garden Center-Grounds Maintenance Citywide. The motion carried by the following vote:
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.
Nay: - 0 | | | |
| 1 | City Commission | 02/20/2019 | approve | Pass |

Action Text: A motion on Item 3(D) was made by Commissioner Siple, seconded by Commissioner Schwartz, to approve the Contract Database Report recommendation on Baptist Health South Florida-Programming to improve the health and wellness of members of the City of Pembroke Pines Senior Center.

Commissioner Siple said since the Commission was being asked to approve the original agreement, and the original agreement said four (4) classes, and the amendment to the agreement states two (2) classes monthly.

Finance Director Lisa Chong said the amendment to the agreement reduced the number of classes per month to two (2).

The motion carried by the following vote:. The motion carried by the following vote:

Notes:

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,
Commissioner Siple, and Vice Mayor Good Jr.

Nay: - 0

1 City Commission 02/20/2019 approve Pass

Action Text: A motion on Item 3(R) was made by Commissioner Siple, seconded by Commissioner Schwartz, to approve the Contract Database Report recommendation on James Joyce Construction Corp-Home Repair Projects.

Notes:

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,
Commissioner Siple, and Vice Mayor Good Jr.

Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

(A) NC4 Public Sector LLC - Purchase of Crime Fighting Software Package to Assist Officers in Combatting Crime.

(B) MACCABI LANDSCAPE SERVICES, INC. - GROUNDS MAINTENANCE, CITYWIDE.

(C) TROPICAL TOUCH GARDEN CENTER - GROUNDS MAINTENANCE, CITYWIDE.

(D) BAPTIST HEALTH SOUTH FLORIDA - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER.

(E) SOUTH FLORIDA INSTITUTE ON AGING, INC. - VOLUNTEERING SERVICES AT SOUTHWEST FOCAL POINT SENIOR CENTER.

(F) SAFEGUARD SERVICES, INC. - JANITORIAL SERVICES FOR THE POLICE DEPARTMENT

(G) UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE - FUNDNG FOR PARTICIPATION IN PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN.

(H) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1685.

(I) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT).

(J) NALCO COMPANY - PURCHASE OF POTASSIUM PHOSPHATE (7396).

(K) VITAS HEALTHCARE CORPORATION - PALLIATIVE AND HOSPICE CARE.

(L) ACCESS BUILDERS, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(M) COSUGAS, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(N) EPS BUILDING CONSTRUCTION CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(O) FLEMING EXECUTIVE GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(P) FUNDAMENTAL ENGINEERING & CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(Q) GDS CONSTRUCTION GROUP, INC. - GENERAL CONTRACTORS FOR HOME

REPAIR PROJECTS.

(R) JAMES JOYCE CONSTRUCTION CORP. - HOME REPAIR PROJECTS.

(S) PROFICIENT CONSTRUCTION COMPANY - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(T) R & B REMODELING, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(U) RICMON GROUP, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(V) STACY BOMAR CONSTRUCTION, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(W) WHYTE-WAY CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(X) WORK 4 U CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(Y) ALLIED UNIVERSAL CORP. - PURCHASE OF LIQUID CHLORINE IN ONE-TON CYLINDERS (CO-OP).

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the December 2018, January and February 2019 Contract Database Report.

(A) NC4 PUBLIC SECTOR LLC - PURCHASE OF CRIME FIGHTING SOFTWARE PACKAGE TO ASSIST OFFICERS IN COMBATTING CRIME.

1. On August 5, 2015, the City Commission approved to enter into Software License and

Management Services Agreement for an initial three (3) year period commencing on August 20, 2015 and ending on August 19, 2018.

2. The City of Pembroke Pines Police Department utilizes NC4 Public Sector LLC for the officers to have the capability to create real time crime bulletins for a wanted subject or missing person which includes photographs and video.

3. Pursuant to Section 12.1 of the Original Agreement, this agreement shall renew in yearly or greater increments upon written notice by Customer of its intent to renew upon thirty (30) days prior to the end of any term.

4. On July 12, 2016, the Parties agreed to start the maintenance period effective May 1, 2016, extending the Original Agreement to April 30, 2019.

5. The City of Pembroke Pines Police Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on May 1, 2019 and expiring April 30, 2020, as allowed by the agreement.

(B) MACCABI LANDSCAPE SERVICES, INC. & - GROUNDS MAINTENANCE, CITYWIDE

1. On February 21, 2018, the City Commission approved to enter into a Contractual Services Agreement to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plan and specifications for projects as they arise for an initial one (1) year period commencing on April 9, 2018 and expiring on April 8, 2019.

2. The City of Pembroke Pines Public Service Department desire to amend the Original Agreement to include additional trees, plants, that may be utilized by the Contractor as requested by the City, on as needed basis.

3. Pursuant to section 3.1 of the Original Agreement, the Agreement may be renewed for one (1) additional one (1) year term.

4. The Public Services Department recommends renewal of the Original Agreement for its final one (1) year term, commencing on April 9, 2019 and expiring April 8, 2020, as allowed by the agreement.

(C) TROPICAL TOUCH GARDEN CENTER - GROUNDS MAINTENANCE, CITYWIDE

1. On September 6, 2017, the City Commission authorized the advertisement of PSPW-17-06 "Citywide Trees, Plants, and Other Landscaping Materials", which was advertised on October 23, 2017.

2. On February 21, 2018, the City Commission approved to enter into a Contractual Services

Agreement to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plan and specifications for projects as they arise for an initial one (1) year period commencing on April 3, 2018 and expiring on April 2, 2019.

3. The City of Pembroke Pines Public Service Department desire to amend the Original Agreement to include additional trees, plants, that may be utilized by the Contractor as requested by the City, on as needed basis.

4. Pursuant to section 3.1 of the Original Agreement, the Agreement may be renewed for one (1) additional one (1) year term.

5. The City of Pembroke Pines Public Services Department recommends that the City renew this Agreement for its final one (1) year term, commencing on April 3, 2019 and expiring April 2, 2020, as allowed by the agreement.

(D) Baptist Health South Florida, Inc. - Programming to Improve the Health and Wellness of Members of COPP/Senior Center.

1. On February 19, 2014, the City Commission approved to enter into an agreement with Baptist Health South Florida, Inc. for an initial one (1) year period commencing on March 3, 2014 and ending on March 2, 2015.

2. The City of Pembroke Pines Southwest Focal Point Senior Center provides reasonable space for classes for a minimum of 20 participants. Baptist Health South Florida, Inc. has been offering programming to improve the health and wellness of the members. Exercise classes are provided by qualified professional at no cost to the participants.

3. On January 17, 2018 the Commission approved an Amendment to reduce the classes sponsored by Baptist Health of South Florida, Inc. from (4) to two (2) classes monthly.

4. Pursuant to Section 8 of the Original Agreement, the term may be extended for additional one (1) year renewal terms upon the execution of a written amendment.

5. To date, the agreement has had six Amendments, including four (4) one (1) year renewals which extended the term of the agreement to May 31, 2019.

6. The Community Services Department recommends the renewal of the Original Agreement for an additional one (1) year term, commencing on June 1, 2019 and expiring on May 31, 2019, as followed by the agreement.

(E) SOUTH FLORIDA INSTITUTE ON AGING, INC. - VOLUNTEERING SERVICES AT SOUTHWEST FOCAL POINT SENIOR CENTER

1. On May 21, 2012, the City entered into an Agreement with South Florida Institute on Aging, Inc. f/k/a Impact Broward, Inc. for a one (1) year period, which expired on May 21, 2013 to provide volunteer services at the City's Southwest Focal Point Community Center.
2. Pursuant to section 1(B) of the Original Agreement, the Agreement may be renewed for additional one (1) year terms.
3. To date, the agreement has had six Amendments, which extended the term of the agreement to May 21, 2019.
3. The City's Community Services Department recommends the renewal of the Original Agreement for its final one (1) year term, commencing on May 21, 2019 and expiring on May 20, 2020, as allowed by the agreement.

(F) SAFEGUARD SERVICES, INC. - JANITORIAL SERVICES FOR THE POLICE DEPARTMENT

1. On May 6, 2015, the City Commission approved to enter into an agreement with Safeguard Services, Inc. for an initial two (2) year period to perform janitorial services to three locations of the police department. The locations are East Station, West Station and Training Facility.
2. On November 30, 2015, the Parties executed the First Amendment to the Original Agreement to waive the Performance Bond.
3. On July 6, 2017, the Parties executed the Second Amendment to the Original Agreement to renew exercise the first renewal option.
4. On September 4, 2018, the Parties executed the Third Amendment to the Original Agreement to add janitorial services to the VIN office.
5. The Police Department recommends the renewal of the Original Agreement for its final two (2) year term commencing June 1, 2019 and terminating on May 31, 2021, as allowed by the agreement.

(G) UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE INC. DBA INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT (IPTM)- FUNDNG FOR PARTICIPATION IN PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN.

1. On October 17, 2018, the City Commission approved to enter into an agreement where the Florida Department of Transportation, through a partnership with the Institute of Police Technology and Management (IPTM) at the University of North Florida in Jacksonville was seeking law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in high priority counties identified throughout the state.

2. The Parties entered in to the agreement on October 31, 2018 with a termination date of May 17, 2019.
3. The agreement does not allow for renewal terms.
4. The Police Department will apply for another period once the applications become available, which is expected around August 2019.

(H) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1685

1. On May 20, 2015 the City Commission approved to enter into a Purchasing Agreement with Fort Bend Services, Inc. for an initial one (1) year period, commencing on June 1, 2015 and expiring May 31, 2016.
2. The City of Pembroke Pines Utilities Department utilizes Fort Bend Services to provide FBS C1282 Polymer for Wastewater Bio-solids De-watering at the City's centrifuges.
3. Pursuant to Section 2.2 of the Original Agreement, the term can be renewed for additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
4. To date, the Parties have exercised their option to renew the agreement twice extending the term to May 31, 2019.

5. The Utilities Department recommends that the City approve the Fourth Amendment to renew the Agreement for an additional one (1) year term commencing on June 1, 2019 and expiring on May 31, 2020, as allowed by the agreement.

(I) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT)

1. On May 31, 2017, the City entered into a CO-OP Agreement utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid # 2017-024 with Morton Salt, Inc. for an initial one (1) year period, expiring May 30, 2018.
2. The City of Pembroke Pines Utilities Department utilizes Morton Salt, Inc. as the primary provider for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt.
3. Pursuant to Section 5.01 of the Co-Op Agreement, the term may be renewed for three (3) additional one (1) year terms upon mutual written consent.
4. To date, the Parties have exercised their first renewal option which commenced on May 31, 2018 and terminates on May 30, 2019.

4. The Utilities Department recommends that the City approve the renewal of the Agreement, for the second additional one (1) year term commencing May 31, 2019 and terminating on May 30, 2020, as allowed by the agreement.

(J) NALCO COMPANY - PURCHASE OF POTASSIUM PHOSPHATE (7396)

1. On May 20, 2015, the City Commission approved to enter into an agreement with Nalco Company for an initial one (1) year period commencing on June 1, 2015 and ending on May 31,

2016.

2. The City of Pembroke Pines Utilities Department utilizes Nalco Company for the purchase and delivery of Potassium Phosphate (Nalco 7396).
3. Pursuant to Section 2.2 of the Original Agreement, the term may be renewed for additional one (1) year terms upon mutual written consent.
4. On September 14, 2016, the City and Nalco Company agreed to amend the Original Agreement to add the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound.
5. To date, the Agreement has had five Amendments, including three (3) one (1) year renewals which extended the term of the Agreement to May 31, 2019.
6. The Utilities Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2019 and ending on May 31, 2020, as allowed by the agreement.

(K) VITAS HEALTHCARE CORPORATION - PALLIATIVE AND HOSPICE CARE

1. On June 6, 2011, the City entered into an agreement with Vitas Healthcare Corporation for a one (1) year period expiring June 5, 2012.
2. To date, the agreement has had seven (7) Amendments for seven (7) one (1) year renewals which extended the term of the agreement to June 5, 2019.
3. The City of Pembroke Pines Community Services Department utilizes Vitas Healthcare Corporation to provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals.
4. Pursuant to section 1.B. of the Original Agreement, the Agreement may be renewed for additional one (1) year terms.
5. The City of Pembroke Pines Community Services recommends that the City renew the Agreement for an additional one (1) year term, commencing on June 6, 2019 and expiring June 5, 2020, as allowed by the agreement.

(L) ACCESS BUILDERS, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.

2. On June 13, 2018, the City entered into such an Agreement with Access Builders, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Access Builders, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(M) COSUGAS, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On May 29, 2018, the City entered into such an Agreement with Cosugas, LLC. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Cosugas, LLC from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(N) EPS BUILDING CONSTRUCTION CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION)

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On September 9, 2018, the City Commission approved the expansion of pool of General Contractors maintaining the expiration date of June 7, 2019.
3. On October 4, 2018, the City entered into such an Agreement with EPS Building Construction Corp. for a period beginning on October 4, 2018, and expiring June 7, 2019.
4. The City of Pembroke Pines Planning and Development Department utilizes EPS Building Construction Corp. from a pool of General Contractors approved by the City to perform a number of home repair services.
5. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
6. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(O) FLEMING EXECUTIVE GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 4, 2018, the City entered into such an Agreement with Fleming Executive Group, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Fleming Executive Group, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(P) FUNDAMENTAL ENGINEERING & CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 18, 2018, the City entered into such an Agreement with Fundamental Engineering & Construction, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Fundamental Engineering & Construction, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(Q) GDS CONSTRUCTION GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 5, 2018, the City entered into such an Agreement with GDS Construction Group, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes GDS Construction Group, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development

Department will start the procurement process for these services.

(R) JAMES JOYCE CONSTRUCTION CORP. - HOME REPAIR PROJECTS

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 4, 2017, the City entered into such an Agreement with James Joyce Construction Corp. for a two (2) year period commencing nunc pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes James Joyce Construction Corp. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(S) PROFICIENT CONSTRUCTION COMPANY - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION)

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On September 9, 2018, the City Commission approved the expansion of pool of General Contractors maintaining the expiration date of June 7, 2019.
3. On October 3, 2018, the City entered into such an Agreement with Proficient Construction Company for a period ending on June 7, 2019.
4. The City of Pembroke Pines Planning and Development Department utilizes Proficient Construction Company from a pool of General Contractors approved by the City to perform a number of home repair services.
5. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
6. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(T) R & B REMODELING, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 5, 2018, the City entered into such an Agreement with R & B Remodeling, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number

of home repair services.

4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(U) RICMON GROUP, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION)

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On September 9, 2018, the City Commission approved the expansion of pool of General Contractors maintaining the expiration date of June 7, 2019.
3. On October 23, 2018, the City entered into such an Agreement with RicMon Group, LLC. for a period ending June 7, 2019.
4. The City of Pembroke Pines Planning and Development Department utilizes RicMon Group, LLC. from a pool of General Contractors approved by the City to perform a number of home repair services.
5. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
6. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(V) STACY BOMAR CONSTRUCTION, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 26, 2018, the City entered into such an Agreement with Stacy Bomar Construction, LLC. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(W) WHYTE-WAY CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8,

2017, and expiring June 7, 2019.

2. On June 4, 2018, the City entered into such an Agreement with Whyte-Way Construction, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.

3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.

4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.

5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(X) WORK 4 U CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.

2. On June 5, 2018, the City entered into such an Agreement with Work 4 U Corp. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.

3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.

4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.

5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

(Y) ALLIED UNIVERSAL CORP. - PURCHASE OF LIQUID CHLORINE IN ONE-TON CYLINDERS (CO-OP)

1. On May 18, 2016 the City Commission approved to enter into a Co-Op Agreement with Allied Universal Corporation, through the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) for an initial two (2) year period commencing on June 20, 2017, and expiring June 19, 2019.

2. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corp. to purchase liquid chlorine in one-ton cylinders for the operation and maintenance of the City Utility System, on an as needed basis.

3. Pursuant to section I. of the Original Agreement, the term may be renewed for two (2) additional one (1) year terms.

4. The Utilities Department recommends that the City approve the First Amendment to renew this Agreement for the first additional one (1) year term commencing June 20, 2019 and expiring on June 19, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322	CONTACT NAME: Certificate Department PHONE (A/C. No. Ext): 888-728-0817 E-MAIL ADDRESS: certificates@bbimi.com		FAX (A/C. No): 954-452-0450
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED IMPABRO-01 South Florida Institute on Aging, Inc. 2038 North Dixie Highway, Suite 201 Wilton Manors FL 33305	INSURER A : Philadelphia Indemnity Ins Co		18058
	INSURER B : Technology Insurance Company		42376
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1871407655

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1931663	1/19/2019	1/19/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1931663	1/19/2019	1/19/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB662066	1/19/2019	1/19/2020	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1121145	1/13/2019	1/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	Professional Liability Sexual Abuse/Molestation						Per Occurrence	1,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Volunteer Service Program located at 2038 N Dixie Hwy Suite 201 Wilton Manors FL 33305.

Certificate holder listed as additional insured with respects to general liability only as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**
 City of Pembroke Pines
 301 NW 103rd Ave
 Pembroke Pines FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**SIXTH AMENDMENT TO AGREEMENT BETWEEN
IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES**

THIS SIXTH AMENDMENT TO THE AGREEMENT (the "Agreement") is made this 15th day of August, 2018, *nunc pro tunc* May 21, 2018, by and between SOUTH FLORIDA INSTITUTE ON AGING, INC. f/k/a IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 2038 North Dixie Highway, Suite 201, Wilton Manors, Florida 33305, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

WHEREAS, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

WHEREAS, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for Contractor to provide volunteers to assist their clients at the Center; and

WHEREAS, the City and Contractor, have on an annual basis entered into amendments to renew and extend the Original Agreement for additional one year terms; and

WHEREAS, on April 24, 2017, the Parties entered into a Fifth Amendment to the Original Agreement (the "Fifth Amendment") with the Contractor to extend the Agreement for an additional year, up to and including May 21, 2018; and

WHEREAS, the Parties desire to amend the Original Agreement to provide for a recognition of the corporate name change of the Contractor from Impact Broward, Inc. to South Florida Institute on Aging, Inc., and to renew the Original Agreement for an additional one (1) year term commencing, May 22, 2018 through May 21, 2019 (the "Sixth Amendment"); and

WHEREAS, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. City and Contractor hereby agree to amend the Original Agreement to provide for a name change for the Contractor from Impact Broward, Inc. to South Florida Institute on Aging, Inc.

SECTION 3. City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 22, 2018 through May 21, 2019.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF PEMBROKE PINES

By: 
Charles F. Dodge, City Manager

Date: _____

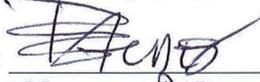
ATTEST:


Marlene D. Graham, City Clerk

Approved as to Form:


Office of the City Attorney

SOUTH FLORIDA INSTITUTE ON AGING, INC. f/k/a IMPACT BROWARD, INC.

By: 
Print Name: PETER GLUECK
Title: PRESIDENT + CEO

(CORPORATE SEAL)

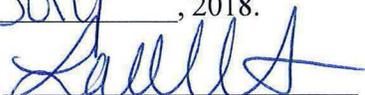
ATTEST:

By: 
Print Name: Victoria Ruiz
Title: SCP, Coordinator

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28th day of JULY, 2018.


NOTARY PUBLIC

My Commission Expires:

DNT:dnt





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 888-728-0817	FAX (A/C, No): 954-452-0450
E-MAIL ADDRESS: certificates@bbimi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Indemnity Ins Co		18058
INSURER B : Technology Insurance Company		42376
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 301828043 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1742886	1/19/2018	1/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1742886	1/19/2018	1/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB608539	1/19/2018	1/19/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A	AWC1096039	1/13/2018	1/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Liquor Liability						Per Occurrence 1,000,000 Aggregate 2,000,000

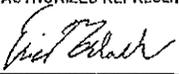
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Volunteer Service Program located at 2038 N Dixie Hwy Suite 201 Wilton Manors FL 33305.
 Certificate holder listed as additional insured with respects to general liability only as required by written contract.

CERTIFICATE HOLDER

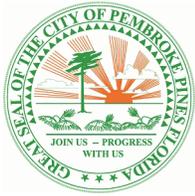
City of Pembroke Pines
 301 NW 103rd Ave
 Pembroke Pines FL 33026

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

File ID: 18-0750

Type: Agreements/Contracts

Status: Draft

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/12/2018

Short Title: IMPACT BROWARD

Final Action:

Title: MOTION TO APPROVE SIXTH AMENDMENT TO AGREEMENT BETWEEN SOUTH FLORIDA INSTITUTE ON AGING, INC., F/K/A IMPACT BROWARD, INC. AND CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR A PERIOD OF ONE (1) YEAR TERM COMMENCING MAY 22, 2018 THROUGH MAY 21, 2019.

***Agenda Date:** 08/01/2018

Agenda Number:

Internal Notes:

Attachments:

MOTION TO APPROVE SIXTH AMENDMENT TO AGREEMENT BETWEEN SOUTH FLORIDA INSTITUTE ON AGING, INC., F/K/A IMPACT BROWARD, INC. AND CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR A PERIOD OF ONE (1) YEAR TERM COMMENCING MAY 22, 2018 THROUGH MAY 21, 2019.

SUMMARY EXPLANATION AND BACKGROUND:

1. Original Agreement was executed on May 21, 2012 for a period of one (1) year. Impact Broward, Inc. desires to amend the Original Agreement due to name change to South Florida Institute on Aging, Inc. The services provided are Senior Volunteer Companion with the purpose to provide its volunteers with a meaningful service opportunities. The Southwest Focal Senior Center will assign a program coordinator to recruit, interview and enroll the volunteers. Training and orientation will be provided to the volunteers on a monthly basis. Impact Broward, Inc. f/k/a South Florida Institute on Aging, Inc. is responsible to provide background check level II to their volunteers.

2. On April 9, 2013 First Amendment to Original Agreement was executed for an additional one (1) year. Second Amendment for the period of May 21, 2014 to May 21, 2015 executed on June 18, 2014. Third Amendment on July 1, 2015. Fourth Amendment on April 6, 2016 and, Fifth Amendment with Agenda 17-0202 was presented at the Commission Meeting of April, 2017. Both parties consent to renew the Original Agreement for one (1) additional year commencing May 22, 2018 through May 21, 2019.

3. On July 3, 2018 South Florida Institute on Aging, Inc. requested to expedite the execution of the Sixth Amendment. Due to the timing and the need to continue the program without interruption, City Manager could sign first and then have it ratified at the August 1, 2018 Commission Meeting.

4. Request to approved Sixth Amendment to South Florida Institute on Aging, Inc.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** No Cost to he City.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues					
Expenditures					
Net Cost					

- e) **Detail of additional staff requirements:** [Enter the number of positions, tiOntles and the full-time/part-time status; or "Not Applicable"]

Attachment _____

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, Diame Smith, Assoc. Director on behalf of South Florida Institute on Aging
Print Name and Title Company Name

certify that South Florida Institute on Aging does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

South Florida Institute on Aging
COMPANY NAME

Diane Smith
SIGNATURE

DIANE Smith
PRINT NAME

Senior Companion Prog. Director
TITLE

Must be executed and returned with attached proposal to be considered.

**AGREEMENT BETWEEN IMPACT BROWARD, INC.
AND
THE CITY OF PEMBROKE PINES**

This AGREEMENT (the "Agreement") is made this 21 day of May 2012, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33rd Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026.

WITNESSETH:

WHEREAS, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

WHEREAS, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

WHEREAS, the City desires to enter into an Agreement with Contractor in order for contractor to provide volunteers to assist their clients at the Center; and

WHEREAS, the finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

1. TERM/TERMINATION:

- A. The term of this Agreement shall commence on May 21, 2012 and terminate on May 21, 2013.
- B. Upon the expiration of the initial term, the parties may renew this Agreement for additional one (1) year terms based upon the mutual written agreement of the parties.
- C. Either party may terminate the Agreement at any time by giving to the other party at least thirty (30) days prior written notice in advance of the termination date.

2. COOPERATION: The City and the Contractor shall work together to provide for volunteers to perform services at the City's Southwest Focal Point Community Center ("Program"), and continually evaluate to determine the effectiveness of the Program. All services provided pursuant to this Agreement shall conform to the regulations governing the National Senior Companion Program as published in the Federal Register

3. CONTRACTOR'S RESPONSIBILITIES:

- A. Designate a Program Coordinator to serve as the liaison with the City.
- B. Recruit, interview and enroll volunteer(s). The volunteers will provide services as directed by the City to clients assigned to them by the City's staff.
- C. Provide 40 hours pre-service training and orientation to the volunteers with assistance as needed from the City. Provide orientation to City prior to placement of volunteers and at other times if needed.
- D. Arrange or provide in-service training for volunteers at least once a month for four hours with assistance as needed from the City.
- E. Work with the City supervisor of the volunteers regarding the volunteers' interactions with clients according to the criteria and procedures to be jointly agreed upon by the City and the program. It is understood that the City has the authority to direct, schedule, instruct and coordinate the activities of all volunteers assigned to it.
- F. Provide initial Level II background screening to volunteers to include criminal background check and employment if needed. Any other background checks desired by the City will be their responsibility. Any rechecks are the responsibility of Impact Broward.
- G. Furnish adequate accident and liability insurance as required by the Senior Service Corps guidelines.
- H. Arrange physical examinations for all volunteers, initially prior to assignment, and annually thereafter.
- I. In cooperation with the Program Advisory Council, arrange for appeal procedures to resolve problems between volunteers, and City staff related to the services being provided.
- J. Retain full responsibility for the management and fiscal control of the project.
- K. Insure a written Letter of Agreement is signed authorizing in-home service by the volunteer(s). Insure a Volunteer Assignment Plan specifying activities to be performed is current.
- L. Provide the City with a statement of service on a monthly basis.
- M. Establish a probationary period of two months or 60 calendar within which newly assigned volunteers shall be evaluated as to their performance. Acceptance of an assigned volunteer beyond this period shall constitute an agreement of satisfactory performance unless otherwise communicated in writing prior to the end of this probationary period.

4. THE CITY'S RESPONSIBILITIES:

- A. Designate City representative to act as liaison with Contractor.
- B. Designate a person to supervise the day to day activities of the volunteer(s) and evaluate their performance. Assist in documenting performance problems of the volunteer and work with program staff on determining corrective and disciplinary procedures.

- C. Inform the Contractor of the City's acceptance of a volunteer at the end of the two month probationary period. The City should notify the Contractor of problems with the performance of any volunteer during the probationary period or at any time necessary for the satisfactory delivery of services to the City's clients.
- D. Direct and arrange schedules for volunteer(s) that utilizes their skills and training.
- E. Provide for adequate health and safety protection of volunteers. In consultation with the Contractor, make investigations and reports regarding accidents and injuries involving volunteers.
- F. Assist the Contractor in developing and implementing the necessary record keeping and communication systems required by both parties.
- G. Assist the Contractor's staff in responding to emergencies that may occur when volunteers are on duty.
- H. Collect and validate if needed or requested appropriate volunteer reports for submission to the Program, i.e., time sheets, travel vouchers Volunteer Assignment Plans, evaluations, client satisfaction surveys, baseline surveys, etc.
- I. Develop or utilize existing Volunteer Assignment Plans with specific goals and objectives for services to each City client.
- J. Inform the Contractor in a timely fashion of problems that may develop between volunteers and City staff or City clients.
- K. Allow the Contractor's staff access to City's client's information as necessary in the conduct of the Program's monitoring responsibility, within the confidentiality restrictions imposed by the City.
- L. Facilitate each volunteer first visit when assigned to a new City client.
- M. Participate in training for Case Managers or other City staff conducted or sponsored by the Contractor in order to improve the delivery of services to City clients and to improve the communication and the relationship between the parties concerned.
- N. Assist in recruitment, orientation instruction, and other project related activities to enhance services to City clients.
- O. Have the right to request the Contractor to reassign the volunteer at any time.
- P. Assures that City will not discriminate against volunteers or in the operation of its program on the basis of race; color; national origin; including individuals with limited English proficiency; sex; age; political affiliation; religion or on the basis of disability, if the participant or member is a qualified individual with a disability.

5. RELATIONSHIP: The Contractor and the City are independent entities contracting with each other solely for the purpose of carrying out the terms of this Agreement. The Contractor and its agents and employees participating in this program shall not be considered agents, employees or servants of the City for any purpose. The City and its agents and employees participating in this program shall not be considered agents, employees or servants of the Contractor for any purpose.

6. **NO DISCRIMINATION:** The Contractor and the City shall comply with all anti-discrimination laws (including, without limitation, those relating to race, color, religion, sex, national origin, age and disability) which may be applicable to their respective activities pursuant to this Agreement.

7. **HIPAA COMPLIANCE:** Contractor agrees to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in 45 CFR Parts 160 and 164 (“the HIPAA Privacy Rule”). Contractor agrees not to use or further disclose any protected health information (“PHI”), as defined in 45 CFR 164.504, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule. Contractor will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Contractor will promptly report to City any use or disclosure of PHI not provided for by this Agreement or in violation of the HIPAA Privacy Rule of which Contractor becomes aware. If Contractor contracts with any agents to whom Contractor provides PHI, Contractor will include provisions in such agreements whereby the Contractor and agent agree to the same restrictions and conditions that apply to Contractor with respect to uses and disclosures of PHI. Contractor will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for compliance with the HIPAA Privacy Rule. Contractor may de-identify any and all PHI for educational purposes created or received by Contractor under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. To the extent that information has not been de-identified, Contractor will either return or destroy the information. To the extent that it is not feasible to return or destroy the information, Contractor will continue to safeguard the PHI beyond the termination of this contract to the extent required for compliance with the HIPAA Privacy Rule and not use or disclose the PHI for purposes other than those which make the return or destruction infeasible.

8. **NOTICE:** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. In the event delivery is by facsimile transmission, a copy of the notice shall also be sent by Certified United States Mail, Return Receipt Requested. Notice shall be deemed to have been given upon receipt. For the present, the Contractor and the City designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026

Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: John R. Gargotta, Executive Director
Impact Broward, Inc.
4701 NW 33rd Avenue
Oakland Park, FL 33309
Telephone No. (954) 484-7117
Facsimile No. () _____

9. INDEMNIFICATION: Contractor hereby agrees to indemnify and hold harmless Covered Entity its affiliates, and their respective officers, directors, shareholders, employees and agents from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and expenses associated therewith (including, without limitation, court costs and attorney's fees) caused directly and indirectly by Associate's breach of its obligation under this Agreement. Covered Entity may enforce Associate's obligations hereunder by seeking equitable relief, without bond, which remedy shall be nonexclusive.
10. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein. All prior discussions, agreements, and understanding, whether verbal or in writing, are hereby merged into this Agreement.
11. MODIFICATION: This Agreement may be amended, altered, or modified only by a writing signed by both parties.

City of Pembroke Pines

By: Charles F. Dodge
Charles F. Dodge, City Manager

Date: 5/17/12

ATTEST:

Judith A. Neugent 5/21/12
Judith A. Neugent, City Clerk

Approved as to Form:

[Signature]
Office of the City Attorney

IMPACT BROWARD, INC.

By: [Signature]
Print Name: JOHN R. GARGOTTA
Title: PRESIDENT AND CEO

Date: April 25, 2012

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John R. Gargotta as President & CEO of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 25th day of April, 2012.

[Signature]
NOTARY PUBLIC

Print or Type Name

My Commission Expires:

SSG:DNT:dnt
H:\760185.PP\AGMT 2012\Agmt with Impact Broward (Volunteer Services).doc





CERTIFICATE OF LIABILITY INSURANCE

OF ID: E2

DATE (MM/DD/YYYY)

04/26/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 SBU/Commercial House Account	954-778-2222 954-778-4446	CONTACT NAME: PHONE (A/C No., Ext): FAX (A/C, No.): E-MAIL ADDRESS: PRODUCER CUSTOMER I.D.#: SENIO-5																					
	INSURED Impact Broward, Inc. Attn: John Gargotta 4701 NW 33rd Avenue Fort Lauderdale, FL 33309	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>*Arch Insurance Company*</td> <td>11150</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	*Arch Insurance Company*	11150	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																					
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INSURER B:																							
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	ADDITIONAL INSR. W/VD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	X	NCPKG0127301	01/19/12	01/19/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		NCAUT0127301	01/19/12	01/19/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 10,000		NCUMB0127301	01/19/12	01/19/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NCPKG0127301	01/19/12	01/19/13	WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime		NCPKG0127301	01/19/12	01/19/13	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Pembroke Pines is additional insured with respects to general liability when required by written contract.
 Email: d@news@ppines.com

CERTIFICATE HOLDER PEMBRO1 City of Pembroke Pines 301 N.W. 103rd Avenue Pembroke Pines, FL 33026	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Pembroke Pines, FL

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Request Form

File Number: 12-1947

File Type: Agreements/Contracts

Status: Draft

Version: 0

Reference:

Controlling Body: Community Services

Requester: Community Services Director

Initial Cost:

Introduced: 04/24/2012

File Name: Impact Broward, Inc.

Final Action:

Title: MOTION TO APPROVE AGREEMENT BETWEEN IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES TO PROVIDE VOLUNTEER SERVICES AT THE SOUTHWEST FOCAL POINT COMMUNITY CENTER FOR A PERIOD OF A ONE (1) YEAR TERM.

Notes:

Attachments: Agreement Impact Broward, Inc. 2012.pdf
Certificate of Insurance - Impact Broward, Inc..pdf

Agenda Date: 05/16/2012

Agenda Number:

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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SUMMARY EXPLANATION AND BACKGROUND:

1. Impact Broward, Inc. is a Senior Volunteer Companion Program with the purpose of providing its volunteers with a meaningful service opportunities.
2. The City of Pembroke Pines/Southwest Focal Point Community Center provides public services to its residents and other individuals. The partnership with Impact Broward, Inc will help to provide volunteer to assist the clients at the Center.
3. The Southwest Focal Point Community Center will assign a Program Coordinator to recruit, interview and enroll the volunteers. The volunteers will provide services as directed by the City to the clients assigned to them by the Program Coordinator.
4. Training and Orientation will be provided to the volunteers as well as in-service training at least once a month. Impact Broward, Inc. is responsible to provide Background Check Level II for their volunteers, and to provide accident and liability insurance.

4. Request Commission Approval of partnership with Impact Broward, Inc.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** No Cost to the City.
- b) **Amount budgeted for this item in Account No:** N/A
- c) **Source of funding for difference, if not fully budgeted:** N/A
- d) **5 year projection of the operational cost of the project :** N/A

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues					
Expenditures					
Net Cost					

e) **Detail of additional staff requirements:** N/A

**FIRST AMENDMENT TO AGREEMENT BETWEEN IMPACT BROWARD, INC.
AND
THE CITY OF PEMBROKE PINES**

THIS FIRST AMENDMENT TO THE AGREEMENT (the "Agreement") is made this 9TH day of April, 2013, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33rd Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

WHEREAS, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

WHEREAS, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for contractor to provide volunteers to assist their clients at the Center; and

WHEREAS, the Parties desire to renew the Original Agreement for an additional one (1) year term commencing on May 21, 2013 through May 21, 2014 (the "First Amendment"); and

WHEREAS, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 21, 2013 through May 21, 2014.

SECTION 3. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

City of Pembroke Pines

By: Charles F. Dodge
Charles F. Dodge, City Manager

Date: 4/18/13

ATTEST:

Judith A. Neugent 4/25/13
Judith A. Neugent, City Clerk



Approved as to Form:

Shay Weinger
Office of the City Attorney

IMPACT BROWARD, INC.

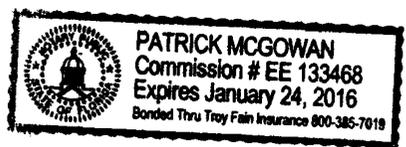
By: John R. Gargotta
Print Name: JOHN R. GARGOTTA
Title: PRESIDENT/CEO

Date: April 9, 2013

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John R. Gargotta as President + CEO of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9th day of April, 2013.



Patrick McGowan
NOTARY PUBLIC

My Commission Expires:

Print or Type Name
Patrick McGowan

SSG:DNT:SRW

\\gcsbs\company\Library\Library_GOV CLIENTS\PP 1956_760185 GMAGMT 2013\Agmt with Impact Broward (Volunteer Services).doc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

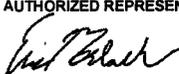
PRODUCER BB Insurance Marketing Inc 11870 W. State Road 84, C-15 Ft. Lauderdale FL 33324	CONTACT NAME: Patty Carlton ext 306 PHONE (A/C, No, Ext): 954-452-4900 E-MAIL ADDRESS: patty@bbimi.com	FAX (A/C, No): 954-452-0450
	INSURER(S) AFFORDING COVERAGE	
INSURED IMPAC-1 Impact Broward, Inc 4701 NW 33rd Ave Oakland Park FL 33309	INSURER A: Philadelphia Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 647965312 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK970583	1/19/2013	1/19/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK970583	1/19/2013	1/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		PHUB409248	1/19/2013	1/19/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Volunteer service program
Certificate holder listed as additional insured with respects to general liability only as required by written contract.

CERTIFICATE HOLDER City of Pembroke Pines 301 NW 103rd Ave Pembroke Pines FL 33026	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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**SECOND AMENDMENT TO AGREEMENT BETWEEN IMPACT BROWARD, INC.
AND
THE CITY OF PEMBROKE PINES**

THIS SECOND AMENDMENT TO THE AGREEMENT (the "Agreement") is made this 18 day of June, 2014, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33rd Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

WHEREAS, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

WHEREAS, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for contractor to provide volunteers to assist their clients at the Center; and

WHEREAS, on April 9, 2013, the Parties entered into a First Amendment to the Original Agreement (the "First Amendment") with contractor to extend the Agreement for an additional year; and

WHEREAS, the Parties desire to renew the Original Agreement for an additional one (1) year term commencing on May 21, 2014 through May 21, 2015 (the "Second Amendment"); and

WHEREAS, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 21, 2014 through May 21, 2015.

SECTION 3. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

City of Pembroke Pines

By: Charles F. Dodge
Charles F. Dodge, City Manager

Date: 6/16/14

ATTEST:

for [Signature] 6/18/14
Judith A. Neugent, City Clerk

Approved as to Form:

[Signature] 6/16/14
Office of the City Attorney

IMPACT BROWARD, INC.
By: [Signature]
Print Name: John Gargotta
Title: President

Date: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared J. Gargotta as President of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

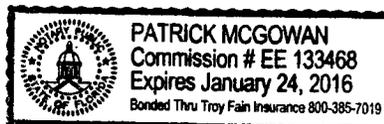
IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 19th day of May, 2014.

[Signature]
NOTARY PUBLIC

Print or Type Name

My Commission Expires:

SSG:DNT:SRW





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB Insurance Marketing Inc PO Box 551267 Ft. Lauderdale FL 33355-1267		CONTACT NAME: Patty Carlton ext 308 PHONE: (954) 452-4900 FAX: (954) 452-0450 EMAIL: pcarlton@bbimi.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Insurance Co	18058
INSURED IMPAC-1 Impact Broward, Inc 4701 NW 33rd Ave Oakland Park FL 33309		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 879555458

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

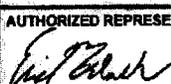
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> LOSS <input type="checkbox"/> LOC		PHPK1108007	1/19/2014	1/19/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA accident) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1108007	1/19/2014	1/19/2015	OWNED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		PHUB442732	1/19/2014	1/19/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 Prod/Comp Ops \$1,000,000 WC STATUTORY LIMIT OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Volunteer Service Program located at 4701 NW 33rd Avenue, Oakland Park, FL 33309.

Certificate holder listed as additional insured with respects to general liability only as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 301 NW 103rd Ave Pembroke Pines FL 33026	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**THIRD AMENDMENT TO AGREEMENT BETWEEN
IMPACT BROWARD, INC.
AND
THE CITY OF PEMBROKE PINES**

THIS THIRD AMENDMENT TO THE AGREEMENT (the "Agreement") is made this 1st day of July, 2015, *nunc pro tunc*, May 21, 2015, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33rd Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

WHEREAS, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

WHEREAS, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for Contractor to provide volunteers to assist their clients at the Center; and

WHEREAS, on April 9, 2013, the Parties entered into a First Amendment to the Original Agreement (the "First Amendment") with contractor to extend the Agreement for an additional year; and

WHEREAS, on June 18, 2014, the Parties entered into a Second Amendment to the Original Agreement (the "Second Amendment") with Contractor to extend the Agreement for an additional year; and

WHEREAS, the Parties desire to renew the Original Agreement for an additional one (1) year term commencing, *nunc pro tunc*, May 21, 2015 through May 21, 2016 (the "Third Amendment"); and

WHEREAS, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 21, 2015 through May 21, 2016.

SECTION 3. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF PEMBROKE PINES

By: *Charles F. Dodge*
Charles F. Dodge, City Manager

Date: 6-29-15

ATTEST:

Marlene D. Graham 7/1/15
Marlene D. Graham, City Clerk

Approved as to Form:

Julio Klahr 6/29/15
Office of the City Attorney

IMPACT BROWARD, INC.

By: *John Gargotta*
Print Name: John Gargotta
Title: President

(CORPORATE SEAL)

ATTEST:

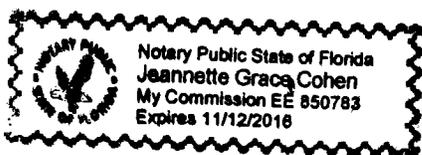
By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John Gargotta as President of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10th day of June, 2015.

Jeannette Grace Cohen
NOTARY PUBLIC



Print or Type Name

My Commission Expires:

SSG:DNT:dnt



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 6.

File Number: 15-0185 **File Type:** Agreements/Contracts **Status:** Passed
Version: 0 **Reference:** **Controlling Body:** City Commission
Requester: Community Services Director **Initial Cost:** **Introduced:** 06/09/2015
File Name: Impact Broward Third Amendment **Final Action:** 06/17/2015

Title: MOTION TO APPROVE THIRD AMENDMENT TO AGREEMENT BETWEEN IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES TO PROVIDE VOLUNTEER SERVICES AT THE SOUTHWEST FOCAL POINT COMMUNITY CENTER FOR A PERIOD OF ONE (1) YEAR TERM MAY 21, 2015 THROUGH MAY 21, 2016.

Notes:

Attachments: 1. Third Amendment Impact Broward 2015-16

Agenda Date: 06/17/2015

Agenda Number: 6.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	06/17/2015	approve				Pass
			Aye: 5	Mayor Ortis, Vice Mayor Siple, Commissioner Castillo, Commissioner Schwartz and Commissioner Shechter			
			Nay: 0				

SUMMARY EXPLANATION AND BACKGROUND:

- Impact Broward, Inc. is a Senior Volunteer Companion Program with the purpose of providing its volunteers with a meaningful service opportunities. The partnership with Impact Broward, Inc will help to provide volunteers to assist the clients at the Center.
- The Southwest Focal Point Community Center will assign a Program Coordinator to recruit, interview and enroll the volunteers. The volunteers will provide services as directed by the City to the clients assigned to them by the Program Coordinator.
- The Original Agreement between the City of Pembroke Pines and Impact Broward was executed on May 21, 2012 for a one (1) year period to provide services to the Southwest Focal Point Senior Center. The Original Agreement has been renewed with the First

Amendment for an additional one (1) year term from May 21, 2013 through May 21, 2014 and with the Second Amendment for the period of May 21, 2014 through May 21, 2015.

4. Both Parties desire to continue providing services to its residents and other individuals, with the Third Amendment to the Original Agreement for an additional one (1) year term from May 21, 2015 through May 21, 2016.

5. Requesting Commission approval.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** No cost to the City.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable.

**FOURTH AMENDMENT TO AGREEMENT BETWEEN
IMPACT BROWARD, INC.
AND
THE CITY OF PEMBROKE PINES**

THIS FOURTH AMENDMENT TO THE AGREEMENT (the "Agreement") is made this 2nd day of APRIL, 2016, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33rd Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

WHEREAS, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

WHEREAS, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for Contractor to provide volunteers to assist their clients at the Center; and

WHEREAS, on April 9, 2013, the Parties entered into a First Amendment to the Original Agreement (the "First Amendment") with Contractor to extend the Agreement for an additional year; and

WHEREAS, on June 18, 2014, the Parties entered into a Second Amendment to the Original Agreement (the "Second Amendment") with Contractor to extend the Agreement for an additional year; and

WHEREAS, on July 1, 2015, the Parties entered into a Third Amendment to the Original Agreement (the "Third Amendment") with the Contractor to extend the Agreement for an additional year; and

WHEREAS, the Parties desire to renew the Original Agreement for an additional one (1) year term commencing, May 21, 2016 through May 21, 2017 (the "Fourth Amendment"); and

WHEREAS, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 21, 2016 through May 21, 2017.

SECTION 3. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF PEMBROKE PINES

By: *Charles F. Dodge*
Charles F. Dodge, City Manager

Date: 4.7.16

ATTEST:

Marlene D. Graham

Marlene D. Graham, City Clerk

Approved as to Form:

[Signature]

Office of the City Attorney

IMPACT BROWARD, INC.

By: *Diane Smith*
Print Name: Diane Smith
Title: Interim President

(CORPORATE SEAL)

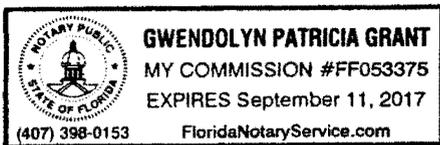
ATTEST:

By: *Pamela Carre*
Print Name: PAMELA CARRE
Title: DIRECTOR SCD

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared DIANE SMITH as INTERIM CEO of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 25th day of MARCH, 2016.



Gwendolyn Patricia Grant
NOTARY PUBLIC
GWENDOLYN PATRICIA GRANT
Print or Type Name

My Commission Expires:

DNT: SCW

**FIFTH AMENDMENT TO AGREEMENT BETWEEN
IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES**

THIS FIFTH AMENDMENT TO THE AGREEMENT (the "Agreement") is made this 24 day of APRIL, 2017, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33rd Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

WHEREAS, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

WHEREAS, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for Contractor to provide volunteers to assist their clients at the Center; and

WHEREAS, the City and Contractor, have on an annual basis entered into amendments to renew and extend the Original Agreement for additional one year terms; and

WHEREAS, on April 7, 2016, the Parties entered into a Fourth Amendment to the Original Agreement (the "Fourth Amendment") with the Contractor to extend the Agreement for an additional year, up to and including May 21, 2017; and

WHEREAS, the Parties desire to renew the Original Agreement for an additional one (1) year term commencing, May 22, 2017 through May 21, 2018 (the "Fifth Amendment"); and

WHEREAS, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 22, 2017 through May 21, 2018.

SECTION 3. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF PEMBROKE PINES

By: Charles F. Dodge
Charles F. Dodge, City Manager

Date: 4/24/17

ATTEST:

[Signature]
Marlene D. Graham, City Clerk 4/25/17

Approved as to Form:

[Signature]
Office of the City Attorney

IMPACT BROWARD, INC.

By: [Signature]
Print Name: Peter Kaldes
Title: President/CEO

ATTEST:

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

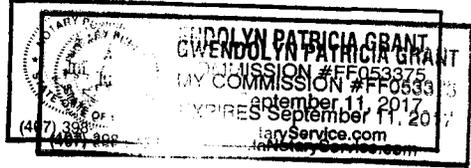
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared PETER KALDES as PRESIDENT/CEO of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10th day of APRIL, 2017.

[Signature]
NOTARY PUBLIC

My Commission Expires:

DNT:dnt





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File #: 17-0202 Version: 1 Name: 5th Amendment to the Agreement between Impact Broward Inc and City of Pembroke Pines

Type: Agreements/Contracts Status: Consent Agenda

File created: 4/6/2017 In control: City Commission

On agenda: 4/19/2017 Final action: Passed

Title: MOTION TO APPROVE FIFTH AMENDMENT TO AGREEMENT BETWEEN IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR THE PERIOD OF MAY 1, 2017 THROUGH MAY 21, 2018.

Attachments: 1. 1.IMPACT BROWARD 5TH ADMENDMENT signed, 2. IMPACT BROWARD - Certificate of Insurance

Text

Title

MOTION TO APPROVE FIFTH AMENDMENT TO AGREEMENT BETWEEN IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR THE PERIOD OF MAY 1, 2017 THROUGH MAY 21, 2018.

Summary Explanation and Background

SUMMARY EXPLANATION AND BACKGROUND:

1. Since May 21, 2012 Impact Broward, Inc. and the City of Pembroke Pines/Southwest Focal Point Senior Center have been working together to provide service to our Seniors. Impact Broward is a Senior Volunteer Companion Program with the purpose of providing its volunteers with a meaningful service opportunities. The Southwest Focal Point Community Center will assign a Program Coordinator to recruit, interview and enroll the volunteers. Training and orientation will be provided to the volunteers on a monthly basis. Impact Broward, Inc. is responsible to provide background check level II for their volunteers.
2. The Original Agreement was executed for a period of one year May 21, 2012 to May 21, 2013. On April 9, 2013 both parties agreed to renew the Original Agreement with the First Amendment for an additional one (1) year term. Second Amendment executed on June 18, 2014 for the period of May 21, 2014 to May 21, 2015. Third Amendment to the Original Agreement was executed for additional one (1) year term on July 1, 2015. On April 6, 2016 Fourth Amendment was presented at the Commission Meeting for the period of May 1, 2016 to May 21, 2017.
3. Both parties agreed to continue with the Fifth Amendment for the period of May 21, 2017 to May 21, 2018.
4. Requesting Commission approval.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

Financial Impact

FINANCIAL IMPACT DETAIL:

- a) Initial Cost: No cost to the CITY
- b) Amount budgeted for this item in Account No: Not Applicable
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 5 year projection of the operational cost of the project: Not Applicable

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Hi Barbura:
2 Signed Originals attached
1 Certificate of Liability Ins.
Shank, A.

CITY CLERK'S OFFICE
 CITY OF PEMBROKE PINES
 17 APR 20 PM 2:13